

RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN CO-OP GARDENERS FOR FY22 NEIGHBORHOOD GRANT FUNDS

This RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN CO-OP GARDENERS FOR FY22 NEIGHBORHOOD GRANT FUNDS (“Agreement”) is entered into this 25 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 Meridian Co-op Gardeners, 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 beautify Heroes Park with plants that create habitat and food for native pollinators, 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 fifteen hundred and eighty dollars (\$1580.00), for Heroes Park Pollinator (“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 shall occur by email or phone, as appropriate. All other notices to be provided under Project Manager this Agreement shall be in writing and addressed as follows:

If to Recipient:
Meridian Co-Op Gardeners
Attn: JULIANNE BOKENKAMP
2678 West Wolf Rapids Drive
Meridian, Idaho 83646

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

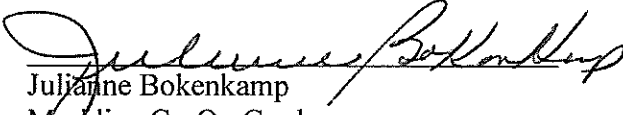
subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Recipient.

- 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. 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:


Julianne Bokenkamp
Meridian Co-Op Gardeners

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A



2021-2022 Neighborhood Grant Program

Overview of Neighborhood Grant Program

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

Timeline

Application period open:	March 21, 2022
Applications due:	May 13, 2022, 5:00 p.m.
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

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

2021-2022 Neighborhood Grant Program:

Heroes Park Pollinator Planting Project

Proposed by Juli Bokenkamp, Meridian Co-Op Gardeners

2a What do you propose to accomplish and how?

Our project goal is to add onto the first phase of a pollinator habitat installed in 2021 in Heroes Park, which is operated by the City of Meridian Parks and Recreation Department. To accomplish our goal, we will utilize the substantial unplanted flower beds that run along the west side of the park, where drip irrigation is already installed, to plant shrubs, perennial plants, and annual flowers. We will also add in compost to amend the soil. This project will enhance the look and feel of this neighborhood park and provide much needed benefits to native pollinators and increase biodiversity in that area. The benefits of a no-spray pollinator habitat include creating an essential wild-life friendly habitat for bees, butterflies, moths, beetles, hummingbirds, flies, and other pollinators.

2b How do you plan to engage and use volunteers, specifically your neighbors, to help on the project? How many volunteers will be needed?

This opportunity will bring people of all ages and backgrounds together from around the community and nearby neighborhoods to work together to weed, move compost and to plant hundreds of shrubs, perennials and annuals in these flower beds. It will bring neighbors outside in the fresh air and sunshine, which is essential for our mental and physical health. By doing so, we will inspire curiosity and will provide learning opportunities about the plants and shrubs needed to attract native pollinators and the importance of planting them.

Meridian Co-Op Gardeners and Friends of the Pollinator Garden are volunteers that currently tend the Kleiner Park Community Garden and Pollinator Garden, and they will coordinate work dates. We will invite other groups of people via neighborhood Facebook pages and advertise on the nearby neighborhood Nextdoor app, and HOA sites. This approach was successful during the original planting for the first phase in 2021. We can accomplish this project with a minimum of 12 volunteers, however, the more volunteers we have the quicker the project will be planted.

2c What is the desired impact of this project on your neighborhood and how will you measure it?

This desired impact of this project will be planting for a beautiful, unique and needed addition to Heroes Park. Not only will it become a destination for native pollinators, it will be enjoyed by those who walk through the park or come specifically for other park activities. Neighbors will connect with one another and possibly envision our community's future while working side by side improving the overall landscape in this park. I envision these neighbors being able to say "I helped build that!" and hopefully becoming built-in advocates/caretakers of this new space. We will assess the project at several stages...prior to planting (evaluating the location of where plants and trees will be planted), during planting (we will follow our layout design and best instructions for planting trees, shrubs, and perennials, and post planting (how do we think the

project turned out). The success of the garden will be blooming plants throughout the growing season, along with continued involvement to take care of these planted areas

2d What is the plan for long-term maintenance of items that will be purchased, built, or installed with the funds (if applicable)?

Long-term maintenance of these garden beds include regular watering during the growing season (on the park watering schedule) and having them cleaned up each spring with help from the Friends of the Pollinator Group and volunteers coordinated through the City of Meridian Parks and Recreation Department. Perennials will need deadheaded, the ground weeded where necessary. Plants will be cared for and tended as needed. The shrubs and perennials with proper watering will come back each year, grow larger, and multiply, making for an even more beautiful landscape. The typical fall cleanup is skipped to allow perennials to go to seed for the birds, and provide winter habitat for native pollinators.

2e What is the priority of this project?

Plants will need to be purchased and planted in the ground before the heat of the summer.

I have submitted an application for another project as a part of the Neighborhood Grant. Upon completion of the shade structure at Kleiner Park, this project will be then be completed

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

With approval of the grant, the detailed project plan includes moving forward with ordering compost and purchasing plants needed for this project.

Week of May 23-27: Order compost and purchase plants

June 1: Schedule best day for moving compost throughout garden beds and planting shrubs, perennials and annuals (SOMETIME DURING THE FOLLOWING WEEK).

Week of June 5-12: Planting depending on weather.

Additional days will be scheduled, if necessary, to complete this phase of the project.

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

Items Needed (See Attachments B1, B2, and B3)

Item and Description of Use	Source/Vendor	Estimated Cost
Shrubs 17 + tax	Old Valley Nursery	630.70
Native plants and Perennials 50 gallon sized + tax	Draggin' Wing Nursery & Far West Nursery	349.80
Perennials 40 @ \$4.29 + tax	Five Mile Farm & Greenhouses	181.90
	TOTAL Amount Requested	\$1162.40

TOTAL Amount Requested \$1162.40

IN –KIND Donations

Items	Donor	Estimated Cost
Plants	The City of Meridian Parks and Recreation Department	\$1580.00
32 perennials @ \$10 each	The Abundant Acre	320.00
20 yarrow in 4 inch pots@ \$3 each	Nellie Coleman	60.00
40 perennials @ \$3 each	Meridian Co-Op Gardeners	120.00
Annuals 40 @ \$2 each	Mountain View High School	80.00
25 yards compost @ 39.95 + tax and delivery to amend soil (OMRI Signature Blend)	Timber Creek Recycling LLC	1208.68
	TOTAL Donations	\$3368.68

5. Written permission from property owner allowing the use of the property for the proposed project. (See #6)

6. If project involves collaboration or co-funding with other organizations or businesses on this project a letter of support from each. (See Attachment A)

JKBOKE@msn.com

From: Retail <ovnursery.id@gmail.com>
Sent: Wednesday, May 11, 2022 10:36 AM
To: JKBOKE@msn.com
Subject: Quote for Pollinator Project at Heroes Park

Dear Julie,
Here is your estimate for the pollinator project at Heroes Park.

- (3) Summer Storm Quince--2 Gallon \$35.00
- (2) Red Balloon--2 Gallon \$35.00
- (3) Viburnum Cranberry Bush--2 Gallon \$35.00
- (2) Viburnum Arrowwood--2 Gallon \$35.00
- (4) Dievilla Dwarf--2 Gallon \$35.00
- (3) Mock Orange 'Buzzard'--2 Gallon \$35.00

Thanks,
Old Valley Nursery

JKBOKE@msn.com

From: Diane Jones <dragginwing@gmail.com>
Sent: Thursday, May 12, 2022 7:42 AM
To: KARL JULI BOKENKAMP
Subject: Re: GRANT Price request/quote

Juli,
Here is our pricing for 50 Gallons of plants for your projet at Heroes Park

10 Gallons @ \$8 = \$80
10 Gallons @ \$7 = \$70
30 Gallons @ \$6 = \$180

Total price: \$330

Good luck with your project,
Diane Jones

Diane Jones
Draggin' Wing High Desert Nursery
Water-Thrifty Plants for Idaho
www.waterrhifypants.com
End of Stinger Street, Boise
208-345-4199

JKBOKE@msn.com

From: Five Mile Farm <info@5milefarm.com>
Sent: Wednesday, May 11, 2022 3:06 PM
To: Karl Bokenkamp
Subject: Quote

Quote for Neighborhood grant at Heroes Park in Meridian, Id for Julie Bokenkamp.

40 - 4" perennials @ \$4.29 each = \$171.60