

**RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND
DAVID'S HOPE PREGNANCY LOSS MINISTRY, INC.
FOR FY24 NEIGHBORHOOD GRANT FUNDS**

This RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND DAVID'S HOPE PREGNANCY LOSS MINISTRY, INC. FOR FY24 NEIGHBORHOOD GRANT FUNDS ("Agreement") is entered into this 1 day of June, 2024 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") City, and David's Hope Pregnancy Loss Ministry, Inc., a nonprofit organization organized under the laws of the state of Idaho ("Recipient").

WHEREAS, Meridian City Council has allocated fiscal year 2024 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 install a pregnancy and infant loss memorial to be installed at the Meridian Cemetery and promote such installation, 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 2024 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 ten thousand dollars (\$10,000.00), to Recipient for the installation of a pregnancy and infant loss memorial to be installed at the Meridian Cemetery and the promotion of such installation ("Project"), as set forth in *Exhibit B*. Recipient shall use the Funds only toward 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 June 1, 2024 and shall complete the Project by August 30, 2024.
- C. Budget.** Recipient shall use the Funds to complete the Project in accordance with the budget set forth in *Exhibit B*. All Funds unused as of August 30, 2024 shall be returned to the City.
- D. Closeout.** By September 6, 2024, Recipient shall submit a final report to City. The final report shall include:
 - 1. Written narrative answering each and all of the following questions:
 - a. What did you accomplish, and how?

- b. How were volunteers engaged and used, and how many?
 - c. What is the impact of this project on your neighborhood?
 - 2. Final project budget, showing use of Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
 - 3. Receipts supporting final project budget.
 - 4. Photographs of Project completion and final Project.
 - 5. Check payable to City of Meridian for any unused funds.
- E. Draw requests.** Funds for Project will be available following execution of this Agreement and City's receipt of Recipient's completed W-9 form. To obtain Funds, Recipient shall submit a written draw request to the Grant Administrator. Each draw request may be for up to \$5,000 of the Funds allocated for Project. Upon the Grant Administrator's verification of progress toward Project goals and/or completion; review of quotes, receipts, and other required documentation; and site visit(s), as appropriate, the Grant Administrator will forward to the City Finance Department a request that the City remit a check to Recipient in the requested amount.
- F. Performance monitoring.** City's Grant Administrator shall monitor Recipient's investment of the Funds to ensure that Recipient is working toward meet the goals of the Project as set forth in *Exhibit B*. Performance monitoring shall include review of quotes, receipts, and other documents, as well as site visits, as appropriate.

II. GENERAL PROVISIONS.

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

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

If to Recipient:

Randy Jackson

David's Hope Pregnancy Loss Ministry, Inc.

417 Almond Street

Nampa ID 83686

If to City:

City Clerk, City of Meridian

33 East Broadway Avenue

Meridian, Idaho 83642

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

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

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

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

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

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

I. No waiver. City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Recipient.

- J. Nondiscrimination.** Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the granting or expenditure of Funds or any activity associated with Project.
- K. Applicable law; non-appropriation.** This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution and the Idaho Public Records Act. Recipient acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this agreement to the contrary, City's obligations under this Agreement are subject to and dependent upon appropriations being made by Meridian City Council for such purpose.
- L. Compliance with laws.** Throughout the course of this Agreement, Recipient and each and all of Recipient's volunteers, employees, guests, invitees, and agents shall comply with any and all applicable federal, state, and local laws.
- M. State of Idaho requirements.** The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement; these provisions are included solely to comply with the laws of the State of Idaho.
- 1. Anti-Boycott Against Israel Act.** Pursuant to Idaho Code § 67-2346, as applicable, Recipient certifies that Recipient is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
 - 2. No Public Funds for Abortion Act.** Pursuant to Idaho Code § 18-8703, as applicable, Recipient certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*
 - 3. Contract with company owned or operated by the government of China prohibited.** Pursuant to Idaho Code § 67-2359, as applicable, Recipient certifies that Recipient is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.
- N. 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.
- O. 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.

- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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:



Randy Jackson
David's Hope Pregnancy Loss Ministry, Inc.

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk



2024 Neighborhood Grant Program

Overview of Neighborhood Grant Program

Meridian City Council has allocated \$50,000 for Neighborhood Grants for 2024, 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 request funds for more than one project. Projects must be completed by September 9, 2024.

Timeline

Application period open: October 2, 2023
Applications due: November 13, 2024, 5:00 p.m.
Selection Panel Review Period opens: November 17, 2023
Selection panel Review period closes: December 8, 2023
Applicants Notified: December 15, 2023
Signed agreement due: January 15 2024
Project completion: September 9, 2024
Final report due: September 15, 2024, 5:00 p.m.

Eligibility and Criteria

Projects funded with Neighborhood Grant funds must be located on public property within the City of Meridian. Applicants must be residents of the City of Meridian or an organization operating within the City of Meridian. Upon selecting 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 (a sample agreement is 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 the improvement of the neighborhood environment and sense of community;
3. Suitability of the proposed project for the project site; and
4. Long-term viability and impact of the 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 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 with 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 a timeline with specific dates.
 4. Detailed project budget, listing Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
 5. If the project involves collaboration or co-funding with other organizations or businesses, a letter of support from each.

City Contact

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

Jacob Cluff, Community Relations & Policy Advisor

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

Email: jcluff@meridiancity.org

Phone: 208-489-0535

Reporting Requirements

All projects must be completed by Friday, September 9, 2024. A final report must be submitted to the City Contact by Thursday, September 15, 2024. The final report must include the following:

1. Written narrative answering 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 the final project budget.
4. Photographs of project completion and the final project.
5. A check payable to the 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; or violates a legal ownership interest, such as a copyright, of any party. Funds may not be spent for any purpose or message that includes, promotes, or fosters: profane, obscene, indecent, violent, or pornographic content and/or language; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin; defamatory or personal attacks; threats to

any person or organization; information that may compromise public safety; or any purpose or message that the City deems to be inappropriate or not in the best interest of the City of Meridian. Additional limitations may apply.



Applicant Information

Applicant name: *

Randy Jackson

Organization (if applicable):

David's Hope Pregnancy Loss Ministry

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

Phone Number: *

208-514-5962

E-mail: *

randy@davidshopeministry.org

Mailing Address: *

417 Almond St
Nampa, ID 83686

Project Information

Project Name: *

Pregnancy and Infant Loss Memorial

Project Type: *

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

Project Address/Location: *

895 E Franklin Rd
Meridian, ID 83642

Property owner:

Meridian Cemetery

Acknowledgments

I, *
Randy Jackson

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

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

RJ

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.

RJ

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.

RJ

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.

RJ

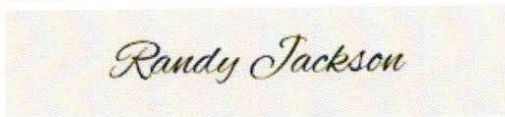
Initial

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

Signature

Print name:

Randy Jackson



Parent signature (If applicant is under 18):

Date:

2023-11-10

Application online forms will be available at www.meridiancity.org/neighborhoodgrants

Review the Grant Application Guidelines for further clarification.

Project Information

If you are submitting more than one grant application, you must rank them in priority order.

This grant application is ranked #: 1 Out of: 1 applications.

Project Name:

Pregnancy and Infant Loss Memorial

If Applicable - Project Address/Location :

895 E Franklin Rd
Meridian, ID 83642

If Applicable - Who owns this property?:

Meridian Cemetery

Project Dates (estimated):

Start:

Completion:

Project Type:

- ☐ Beautification/Clean Up
 ☐ Park improvement
☐ Gardening/Vacant Lot Repurposing
 ☐ Signage/Banners/Sign Toppers
☐ Tree Replacement/Planting
 ☐ Dog Waste Station
☐ Bike Infrastructure
 ☐ Events and Community Engagement
☒ Other
 Community awareness and support

Describe the project. (What are you going to do?):

The Pregnancy and Infant Loss Memorial Project is a simple project that will put a memorial stone and benches for reflection. The purpose is to bring awareness to the tragedy of pregnancy and infant loss, and to provide support and comfort for the many families coping with this type of loss. Meridian Cemetery has already been contacted, and have a lovely location where a memorial stone and a bench could be placed for families to have a place for reflection. David's Hope has previously worked with the cities of Nampa and Caldwell to establish similar memorials; included in this application is pictures from the Nampa memorial at Kohlerlawn Cemetery.

Please include pictures of the impact area (if applicable):

membox14.jpg	104.86KB
memorial1.jpg	107.33KB
memorial2.jpg	107.75KB

How do you plan to gain/use volunteers, specifically your neighbors, to help on the project? (Provide Specific Numbers):

By asking some of our past members and board members to help.

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

The desired impact is simply to create a place where families can go for grieving or reflection, in coping with the loss of a baby.

Who will assume responsibility for maintaining the finished project or storing equipment (if applicable):

If the cemetery is unable, we will provide volunteers.

Detailed Project plan, including timeline with specific dates:

We would begin the project in spring of 2024, hopefully by March. Leading up to that time, we would coordinate with Meridian city leaders and Meridian residents as to what exactly the monument will look like and design in collaboration with them. With the help of the cemetery any ground work could begin to prepare the area in spring. The memorial stone and bench would be ordered at that time, and all should be able to be completed and in place in time for the beginning of October 2024- which is Pregnancy and Infant Loss Awareness Month.

If you are collaborating with other civic organizations/businesses on this project, you must provide their names and attach a letter of support from all:**Partner Organization(s) Name, addresses, phone number and email:****Is this grant part of an ongoing or larger project? If yes, please explain:**

No.

Project Budget

Please include professional services, supplies/materials, printing/copying, permits, etc.

*Donations/sponsorships are highly encouraged and will be considered favorably by the granting committee.

Items Needed	Donated Amount/Value	Cost to Purchase
1. Memorial Stone	\$	\$ 2500
2. Bench	\$	\$ 1000
3. Bench	\$	\$ 1000
4. Promotional	\$	\$ 1000
5. Labor, delivery and other cost (if necessary)	\$	\$ 4500
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$

TOTALS (Total "cost to purchase" should equal your grant request total)

\$10,000.00

Total Grant Amount Requested:

\$10,000.00

Funds Disbursement

Make check payable to:

David's Hope Pregnancy Loss Ministry

Civic Organizations:

☒ Applicant is serving as their own fiduciary*

☐ The following organization will serve as our fiduciary

*A Fiduciary is a group responsible for the project who will receive the check, cash it, and expend the funds

Authorized Agent's Name:

Randy Jackson

Signature

Date Time

2023-11-10

Randy Jackson

Responsible Party

Primary Contact Name:

Randy Jackson

Telephone:

208-514-5962

E-mail:

randy@davidshopeministry.org

I, Randy Jackson

if awarded the above project, will:

- Keep all receipts
- Complete the proposed project by Friday, September 6, 2024
- File Grant Report (with receipts) by Friday, September 15, 2024
- Pictures of the complete project/event are highly encouraged to be sent by email to jcluff@meridiancity.org

Signature:

Randy Jackson

Date:

2023-11-10

Secondary Contact Name:

Lenette Jackson

Telephone:

208-899-3676

E-mail

lenette@davidshopeministry.org