

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

This FIRST AMENDMENT to RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND AMERICAN LEGION POST 113 FOR FY22 NEIGHBORHOOD GRANT FUNDS ("First Amendment") is entered into this 9 day of ~~September~~ September 2022, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and American Legion Post 113, an informally organized nonprofit organization ("Recipient").

WHEREAS, on August 23, 2022, the Parties entered into a *Recipient Agreement between City of Meridian and American Legion Post 113 for FY22 Neighborhood Grant Funds* ("August 23, 2022 Agreement");

WHEREAS, the Parties seek by this First Amendment to modify enumerated provisions of the August 23, 2022 Recipient Agreement;

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

A. TERM MODIFIED. Sections I.B, I.C, and I.E of the August 23, 2022 Agreement shall be modified in part to read as follows:

B. Time of Performance. Services of Recipient shall start the Project on or before December 1, 2022 and shall complete the Project by September 30, 2023.

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 September 30, 2023 shall be returned to the City.

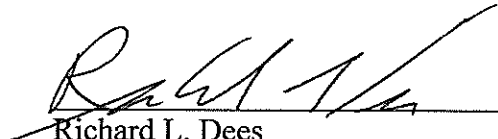
E. Closeout. By October 6, 2023, Recipient shall submit a final report to City. The final report shall include:

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.

B. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the original August 23, 2022 Agreement 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 August 23, 2022 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 day and year first above written.

RECIPIENT:



Richard L. Dees
American Legion Post 113

CITY OF MERIDIAN:

BY: _____

Robert E. Simison
Mayor

Attest: _____

Chris Johnson
City Clerk