



GRANT AGREEMENT

Blue Cross of Idaho Foundation for Health, Inc. (the “Foundation”) is pleased to award **City of Meridian** (the “Grantee”) with a Foundation Grant (the “Grant”). The Grant is awarded subject to the terms and conditions stated in this Grant and any exhibits or attachments thereto. Please read the terms and conditions of the Grant carefully before signing this document as the Grantee’s signature constitutes the Grantee’s agreement and acceptance in full of all terms and conditions contained herein.

1. AMOUNT AND ADMINISTRATION OF AWARD

Subject to the terms and conditions set out in the Grant, the Foundation is pleased to award Grantee with a conditional Grant of up to **Twenty Thousand Dollars (\$20,000)**, which shall include any interest or income arising therefrom (the “Maximum Grant Amount”). The Grant is conditional upon the proper execution of this Grant agreement by an authorized representative of Grantee.

2. PURPOSE AND USE OF GRANT FUNDS

The Grantee shall utilize Grant funds exclusively for the one of the following purposes: charitable, educational, scientific or literary purpose (or some approved variation) as more fully described in section 170(c)(2)(B) of the Internal Revenue Code. Specifically, Grantee’s purpose of all Grant funding from the Foundation is to support park and pedestrian improvements within the city of Meridian. The Grantee agrees that Grant funds shall not be disbursed to any unrelated third-party organizations, entities, or vendors without the express, written approval of the Foundation. The Grantee agrees to make its books and/or records pertaining to the Grant available to the Foundation at reasonable times.

3. INDEMNIFICATION

In consideration for the issuance of Grant funds, the Grantee agrees to indemnify, defend and hold the Foundation and its directors, officers, employees, agents, parent company and affiliates harmless from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys’ fees and costs) which arise out of or relate to the Grant, or result from any act or omission of Grantee arising from projects funded through or related to the Grant to the extent permitted by Idaho law.

4. GRANT TERMINATION

It is expressly agreed that any use by the Grantee of the Grant proceeds for any purpose other than those specified above or if in the Foundation’s sole judgment, the Grantee becomes unable to carry out the purposes of the Grant, or ceases to be an appropriate means of accomplishing the purpose of the Grant, the Foundation may terminate the Grant at any time at its sole option. In the event of termination under this section, any outstanding Grant amount payable shall be cancelled.

NOW THEREFORE, the parties have read, understand and accept the terms and conditions stated in this Grant agreement. The individuals signing this Grant agreement represent and warrant that they are duly authorized to be bound by its terms. The parties do hereby execute this Grant agreement effective on the date that the BCI Foundation signs the Grant agreement.

City of Meridian
 (“Grantee” Authorized Representative)

Blue Cross of Idaho Foundation for Health, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____