

**ADAIR COUNTY SB40 DEVELOPMENTAL DISABILITY BOARD**  
**FUNDING AGREEMENT**  
**Terms and Conditions**

THIS GRANT AWARD AGREEMENT ("Agreement") is entered into between Adair County SB40 Developmental Disability Board ("Grantor") and \_\_\_\_\_ ("Grantee"). Grantor and Grantee agree as follows:

**1. Grant Amount and Purpose.** Grantor is funding the project as described in Attachment A ("Project") in the amount of \$\_\_\_\_\_ (the "Grant"). Grantee will only use the Grant for purposes of the Project. Grantee must get prior approval from Grantor to change the scope of the Project.

**2. Grant Period.** The grant is for a period of \_\_\_\_ months beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the "Grant Period"). Grantee can submit a written request for approval of a no cost extension to Grantor prior to the Grant Period end date.

**3. Use of Grant Funds.** Grant funds must be spent within the Grant Period and in accordance with Attachment B ("Project Budget"). Grantee must get prior approval from Grantor to change the Project Budget. Any funds remaining after the Grant Period or that were not used for the Project as approved in the Project Budget will be promptly returned to Grantor. In the case of the dissolution of the funded grantee within 24 months of grant distribution, the grantee agrees to reimburse the Grantor for dollars granted in cash payment or through proceeds generated from the sale of Grantee assets. The amount to be reimbursed will be prorated according to time lapsed following distribution of the grant. 100% of funds will be returned if dissolution occurs within 12 months of disbursement; 50% of funds will be returned if dissolution occurs after 12 months and before 24 months of grant distribution.

**4. Payments and Reporting.** Grantee will submit reports to Grantor via email on the dates specified below and may be asked to participate in periodic site visits, meetings, or phone calls. If Grantee completes an evaluation of the Project, Grantee agrees to share the evaluation with the Grantor.

The initial payment is paid upon full execution of this Agreement, or near the Grant start date, whichever is later. Remaining payments are released on approval of reports. All Grant funds must be spent by the Grant Period end date.

**Report Due Date**

**Report Period**

**Payment Amount**

Grantee is encouraged to provide financial supporting documentation with each report for the current reporting period. If only submitted with the final report, documentation must be provided for the entire grant period (\_\_\_\_\_ - \_\_\_\_\_). The Grantee representatives shall demonstrate that they have a sound financial management system with fiscal management controls and record keeping in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

**Budget Line Items**

Salary  
Other Direct  
Indirect  
All other line items

**Required Documentation**

Payroll Register  
Paid Invoice (items over \$250) and General Ledger Detail  
None  
Paid Invoice and General Ledger Detail

*The Agency Application must provide financial information, including a copy of the Audit from the last fiscal year.*

**5. Regranting.** If the Project includes regranting or subgrants of the Grant funds, Grantee will follow Grantor agency funding guidelines and Conflict of Interest Policy and provide confirmation if requested by Grantor. Grantee retains full responsibility for the Grant, which includes overseeing the work and deliverables, and reporting the expenses associated with the Grant to the Grantor even if work is performed by a subgrantee.

**6. Records.** Grantee must keep records of receipts and expenditures of the Grant funds and make the records available to Grantor upon request. These records, as well as copies of reports submitted to Grantor will be retained by Grantee for at least one year following completion of the Project Period.

**7. Project Results License.** Grantor will have an irrevocable and nonexclusive license to make, use, reproduce, distribute, or display all or any portion of the project results in any format, currently known or developed later.

**8. Change in Status.** Grantee will maintain its tax-exempt status throughout the duration of the Grant Period and remain in good standing with the State of Missouri. Grantee will notify Grantor immediately of any change or proposed change in (i) Grantee's legal or tax status, and (ii) Grantee's key staff responsible for administering the Grant.

**9. Publicity.** Grantor may include information about the Project, including the name of the Grantee, a description of the Project, and the amount of the Grant on Grantor's website and in other Grantor reports. Publicity for projects comes in various formats. Therefore, it is not necessary that all publicity associated with the Project clearly identify Grantor as the supporting changemaker. There are exceptions to this (e.g. media interviews and news reports), where the Grantor would prefer to be included for context. If Grantee is issuing a press release on the work, Grantee will send to the Grantor Strategic Communications staff to ensure that mention and placement of the Grantor's name and content is accurate and appropriate. Grantor will have a minimum of 15 days to review and comment before Grantee issues the press release.

**10. Termination of Grant.** The Grantor, in its sole discretion, can terminate this Agreement and withhold payment of Grant funds under certain circumstances, including but not limited to: (a) Grantor is not satisfied with the progress of the Project; (b) Grantor determines Grantee cannot satisfactorily complete the Project; (c) Grantee's tax-exempt or legal status changes; or (d) Grantee fails to meet the terms and conditions set forth in this Agreement. If the Grant is terminated prior to the end of the Grant Period, Grantee will: (a) provide a full accounting of Grant expenses for the Project through the date of termination, and (b) repay unexpended funds or funds that were not used for the Project as approved in the Project budget within 30 days of the date of termination.

**11. Additional Restricted Uses.** Grantee agrees that Grant funds will be used exclusively for its exempt purposes and will not be used to (i) cause any private inurement, self-dealing, or excess benefit transactions, (ii) carry on propaganda, lobbying or otherwise attempt to influence legislation, or (iii) participate in any political campaign on behalf of any candidate for office or for political campaign contributions.

**12. Nondiscrimination.** Grantee affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

**13. Equipment Purchased with Grant Funds.** Title to all equipment purchased with Grant funds ("Grant Funded Property") will be Grantee's property. However, Grantee grants Grantor a security interest in the Grant Funded Property until the final report has been approved by Grantor. Grantor may file a UCC-1 financing statement with the appropriate state office for such security interest. Grant Funded Property not used for carrying out the Project as described in the Proposal will be returned to Grantor or Grantee will repay Grantor for the cost.

**14. Relationship of Parties.** This Grant does not create an employment, agency, or partnership relationship between the parties.

**15. Indemnification.** Grantor is a funding source only and does not participate in or direct any of the activities or services of Grantee. Grantee will indemnify, defend, and hold harmless Grantor and its affiliates, directors, officers, employees, volunteers and agents from and against any and all demands, claims, actions, suits, losses, damages, arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the acts or omissions, actual or alleged, of Grantee or Grantee's employees, subgrantees, subcontractors, agents, and affiliates arising out of or related to any breach of this Agreement, and/or negligence or willful misconduct by Grantee.

**16. Authority.** Each individual executing this Agreement has authority to execute this Agreement on behalf of the organization.

**17. Entire Agreement; Assignment.** This Agreement and all attachments contain the entire understanding between the parties and supersedes all prior written or oral agreements. Grantee may not assign, or otherwise transfer, Grantee's rights or delegate any of its obligations under this Agreement without prior written approval of Grantor.

**18. Applicable Law; Venue; Prevailing Party.** This Agreement will be governed according to the laws of the State of Missouri. Any lawsuit, action or proceeding resulting from, or related to this Agreement, must be litigated in a court located in the Adair County, Missouri. The prevailing party in any litigation pertaining to this Agreement will be entitled to recovery of all litigation costs and reasonable attorney's fees from the non-prevailing party.

**19. Preservation of Rights and Remedies.** The parties agree to fully comply with the terms and conditions of this Agreement. In the event of a default by Grantee, the Grantor may decide, in its sole discretion, to pursue all or only certain rights and remedies, waive a default, or allow Grantee a cure period to resolve the default; but the Grantor's prior conduct will not be binding upon its rights and remedies with respect to any ongoing default or future default, which the Grantor reserves the right to handle differently. Additionally, the Grantor's rights and remedies stated in this Agreement are not intended to be exclusive of any other right or remedy under applicable law.

**20. Counterparts and Electronic Signatures.** This Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

**21. Effective Date.** This Agreement will become effective when signed by both parties. By their signatures below, the parties agree to enter into this Agreement.

ADAIR COUNTY SB40 DEVELOPMENTAL DISABILITY BOARD

\_\_(ORGANIZATION)\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory Name Date

Authorized Signatory Name Date

Title

Title

Attachments to Agreement:

- A. Grant Application
- B. Project Narrative
- C. Project Budget