

FISCAL YEAR 2017 GRANT AGREEMENT

This Agreement is made this ____ day of _____, 2016, between the County Commissioners of Charles County (the "County") and _____ (the "Grantee") for the provision of certain services to residents of Charles County. This Agreement shall commence on or about July 1, 2016 and terminate June 30, 2017 ("Grant Period"). The total award amount or contribution of the County for the Project(s) shall be _____, subject to the terms and conditions of this Agreement and subject to availability of funds.

The County shall make four equal quarterly payments to the Grantee for the first, second, third, and fourth quarters respectively. Initial payment is contingent upon a fully executed grant agreement. Second quarter payment is contingent upon the submission of a budget, using the Grant Budget/Report Summary Attachment A for Grantees receiving \$15,000 or less in total funding or Attachment B for Grantees receiving \$15,001 or more in total funding, in accordance with the Fiscal Year 2017 ("FY17") Grant Agreement, no later than July 31, 2016. At the County's sole discretion, disbursement of funds can be made early, in part or in its entirety.

PURPOSE OF AGREEMENT

In order for the Grantee to accept this award and ensure grant compliance, the County and the Grantee agree to the following:

I. GENERAL PROVISIONS

The Grantee agrees to expend County funds exclusively for the Project(s), as described in Section II. Project Description of the Grant Application Fiscal Year 2017 ("Application"), within the Grant Period and in accordance with the budget and scope of work submitted with the Application. The Grantee will make provisions to assure that adequate public advertising and notification of the service(s) provided with the grant funding will be made to reach potential recipients of the service(s).

By signing this Agreement, the Grantee represents that the tax-exempt status of the Grantee, as determined by the IRS letter of Determination submitted with the Application, is still valid. Any organizational changes that could alter this status will be reported to the County.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an independent entity with respect to the services to be performed under this Agreement.

The Grantee shall hold harmless, protect, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

The County or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body.

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Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Grantee from its obligations under this Agreement.

During the course of the Grant Period, the Grantee must report a substantial change in circumstances to the County. A substantial change includes, but is not necessarily limited to: (1) change in organization policy, planning, governance, or management that jeopardizes the ability to carry out the project as agreed to in the grant;(2) discovery of fraudulent activity affecting use of the grant funds; or (3) imminent likelihood of merger with another organization, suspension of functions, or dissolution of the organization.

Grant funds will be subject to return if the Grantee is unable to use them as agreed to or if misuse of funds has occurred.

Grantee's failure to comply with the provisions of this Agreement may result in the withholding, withdrawal or reduction of funds by the County. Should the Grantee fail to comply with any part of this Agreement, resulting in the return of grant money to the County, the Grantee agrees to make payment to the County for any costs in question.

II. ADMINISTRATIVE REQUIREMENTS

The Grantee agrees to maintain supporting documentation and financial records of incurred costs directly expended by the Grantee on the Project(s), according to generally accepted accounting principles. An annual or biannual Grant Budget/Report Summary(s) (Attachment A or B) concerning program implementation will be completed and returned to the County on or before the due date(s) as follows:

Grantee receiving up to \$15K in total funding:

Annual report period: 07/01/16 - 06/30/17 Due: 07/31/17

Grantee receiving more than \$15K in total funding:

Initial biannual report period: 07/01/16 – 12/31/16 Due: 01/31/17

Final biannual report period: 01/01/17 – 06/30/17 Due: 07/31/17

A budget modification which exceeds 10% of any line item requires prior written approval of Charles County Government. Grantee agrees to submit a budget modification request to Charles County Government, Fiscal and Administrative Services, Budget Division no later than April 15th utilizing the Grant Budget/Report Summary Form. No modifications will be accepted after April 15th.

At the termination of the grant period, the Grantee is expected to return any unspent balance, or any funds that have not been spent in accordance with this agreement. A check for these funds should be sent to Charles County Government, Attn: Accounting Division, P.O. Box 2150, La Plata, MD 20646.

The Grantee shall retain and maintain all financial records and documents including agreements and Conditions Of Award relating to this Agreement for five (5) years from the date of final

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payment under the Agreement, or until a final audit settlement or until such time as required by state, federal or local statute or regulations, whichever is longer.

All Grantee records with respect to any matters covered by this Agreement shall be made available to the County or any of their authorized representatives, for inspection at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. In the event the Grantee organization is dissolved or otherwise ceases to conduct its business as it presently exists, it or its successors or assigns shall make available to the County all records related to the performance of this Agreement.

The Grantee will provide the County with an annual audit and/or program report, in accordance with Section II of this Agreement, on the Grantee's use of the grant and send a copy of the audit and/or program report to the County Commissioners. If total Grantee revenue exceeds \$100,000, within six months from the close of its fiscal year, the Grantee will provide the County with a copy of an audit by a certified public accountant of their complete financial transactions that has been conducted in compliance with generally accepted audit standards.

The Grantee agrees to comply with all federal, state and local laws, regulations, and policies applicable to the conduct of its business. The Grantee further agrees to utilize the funds under this Agreement to supplement rather than supplant funds otherwise available unless otherwise stated in the grant application.

III. LIABILITY AND INSURANCE

The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold harmless the County, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee or the Grantee's employees, officers, directors, trustees or agents, in implementing and operating the service(s) related to the Project(s), except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the County, its officers, directors, trustees, employees or agents.

IV. ASSIGNMENT

No part of any award made pursuant to this Agreement may be assigned by the Grantee without prior written approval by the County, in its sole discretion.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and

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effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and sub-headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The County’s failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications, whether electronic, oral, or written between the County and the Grantee with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY:

GRANTEE:

By _____
Peter F. Murphy, President

By _____

Print Name _____

Attest _____
County Clerk

Title _____

DATE: _____

DATE: _____