



ROBIN CARNAHAN
SECRETARY OF STATE
STATE OF MISSOURI

JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

LOCAL RECORDS
(573) 751-9047

To: Grant Recipient

From: Carrie Wolken
Grant Administrator

Date: July 23, 2008

Re: FY 2009 Grant Agreement Form

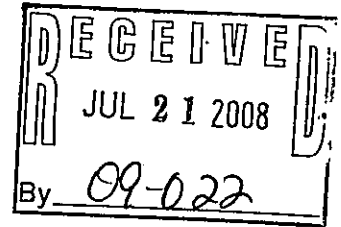
Enclosed please find an original signed grant agreement to be retained for your records. The project packet has also been mailed to the project contact.

If you have any questions or concerns, please contact me at (573) 751-2798 or by e-mail at Carrie.Wolken@sos.mo.gov.

Thank you!

**LOCAL RECORDS PRESERVATION GRANT
MISSOURI SECRETARY OF STATE**

Offered through the
Local Records Preservation Program



Grant Agreement

This Agreement is entered into between the Missouri Office of the Secretary of State, (hereinafter, the "Office") and the **Christian County Clerk** (hereinafter, "Grantee"). In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) **PURPOSE:** The Missouri General Assembly pursuant to Section 109.221, RSMo, has authorized funds to be used for preserving local records. The purpose of this Agreement is to award to the Grantee the use of such funds, to be administered by the Office, for the purpose of implementing a local records preservation project.
- (2) **GRANT AWARD:** The Office shall pay to the Grantee an amount not to exceed **Three thousand one hundred eighty-seven dollars (\$3,187.00)** as full payment for performance of the work and services set forth in this Agreement. The Office shall transmit payment to the Grantee as follows:
 - (A) **Two thousand two hundred thirty-one dollars (\$2,231.00)** after the execution of this Agreement.
 - (B) **Nine hundred fifty-six dollars (\$956.00)** after the Grantee submits to the Office all reports and documentation required under the terms of this Agreement; provided that the Office approves such reports and documentation.
- (3) **SCOPE OF GRANT:** The Grantee shall use the grant funds awarded under the terms of this Agreement to implement the local records preservation project described in the Grantee's project plan and project budget which are attached and incorporated as part of this Agreement.
- (4) **NOTICE:** All notices, reports, or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Grantee or the Office at their respective addresses of record. Either party may change its address of record by written notice to the other party.

for the work and services to be provided pursuant to this Agreement. The Grantee shall return to the Office any funds from accrued interest that is not used for the work and services to be provided pursuant to this Agreement. The Grantee shall submit to the Office copies of all financial reports and audits performed pursuant to Article VI, Section 24 of the Missouri Constitution, Section 105.145, RSMo, or 15 CSR 40-3.030. **If there are any adverse audit findings the grantee must submit a copy of the audit findings and keep the Office apprised of local action and resolution.**

- (10) **LAW TO GOVERN**: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable state and federal laws and regulations including, but not limited to, Article VI, Section 24 of the Missouri Constitution, Section 105.145, RSMo, Section 109.221, RSMo, 15 CSR 40-3.030, and 15 CSR 30-45.030.
- (11) **SUBCONTRACTING**: The Grantee may subcontract work and services set forth in this Agreement, provided that the Office shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Grantee shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract.
- (12) **AMENDMENTS**: *Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the Office.*
- (13) **INDEMNIFICATION**: The Grantee shall be responsible for the acts, omissions to acts or negligence of the Grantee, its agents, employees and assigns. The Grantee shall hold harmless and indemnify the Office, including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the Grantee in connection with or in any way relating to this Agreement.
- (14) **SOVEREIGN IMMUNITY**: The State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- (15) **INDEPENDENT CONTRACTOR**: The Grantee, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Office of the Secretary of State.
- (16) **CANCELLATION**: *The Office, by providing the Grantee with written notice of cancellation, may cancel this Agreement at any time for a failure by the Grantee to fulfill its obligations under this Agreement. The Office shall determine if the Grantee has fulfilled its obligations under this Agreement. Should the Office exercise its right to cancel this Agreement, the cancellation shall become effective upon the date specified in the notice of cancellation sent to the Grantee. In the event of a cancellation of the*

Christian County Clerk

MISSOURI OFFICE OF
SECRETARY OF STATE

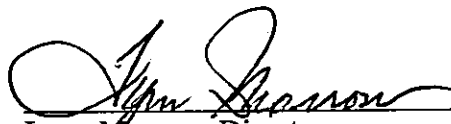
Alan Grebaugh
Signatory PRINTED Name


Rich Lamb, Executive Deputy
Secretary of State


Signature

7/22/08
Date

Presiding Commissioner
Title


Lynn Morrow, Director
Local Records Division

7-14-08
Date

7.21.08
Date