



**Kane County
Health Department**

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JUN 15 2015

Mid Valley Special Education

AGREEMENT TERMS AND CONDITIONS

The Kane County Health Department (hereinafter called "KCHD") hereby grants \$4,612.00 to Mid-Valley Special Education Cooperative (hereinafter called "Recipient") to fund the Improving Physical Fitness and Social Skills through Play Project.

This grant is made, and accepted by Recipient, on the following terms and conditions:

1. This grant will cover activities for a period from April 1, 2015 through November 30, 2015.
2. A current vendor packet must be on file with Kane County to receive payment.
3. The grant is to be used exclusively for the purposes specified in this agreement and in the grant application.
4. All locations, equipment, marketing materials, reports, presentations, news releases and events funded through the Fit Kids 2020 Implementation Grant from the Kane County Health Department will display the Fit for Kids logo and the Kane County Health Department logo.
5. A Recipient who has not previously endorsed the Fit Kids 2020 Plan will pass a formal resolution by the organization's governing board in support of the Fit Kids 2020 Plan.
6. Documents and lessons learned through this funding are intended to benefit the entire community. Recipient shall maintain active participation in Kane County Fit for Kids, including sharing data generated and materials created. Grantee will maintain participation in best practice events to share what has been accomplished.
7. Recipient will meet with the Fit Kids Evaluation Team to develop a mutually agreed upon data collection system for the grant period.
8. Data collected through this grant opportunity will be shared with KCHD.
9. Recipient will submit a 6 month report and a final report that will include; data, pictures, narrative description of project and impact, lessons learned and best practices developed. Template for final report will be provided by KCHD.
10. After the agreement letter is signed, and a data collection system has been agreed upon, 50% of eligible funds will be dispersed to grantee. Second payment is based on acceptable progress toward deliverables.
11. All remaining funds will be dispersed to the grantee by November 15, 2015. Final report will include receipts and actions to justify funds received.

12. Modifications to the project may be made only upon written request by Grantee to the KCHD and the KCHD must agree in writing to any modifications. No funds will be paid, advanced, or reimbursed unless this provision is met.
13. No part of this grant may be used for a project/program outside of Kane County.
14. No part of this grant may be used to attempt to influence legislation, to influence the outcome of any specific public election, or to carry out, directly or indirectly, any voter registration drive or other political activity.
15. No part of this grant may be used for personal expenses.
16. No part of this grant may be used for a grant to another organization.
17. By signing this agreement, Grantee, if applicable, confirms that it is currently a 501(c)(3) organization as determined by the Internal Revenue Service or a local unit of government and that said determination has not been revoked or modified, and that, if applicable, Grantee has filed all applicable federal, State, and local tax documents. Grantee further confirms that all corporate annual reports and other federal, state, and local reporting requirements have been filed. If, for any reason, there is any change to any status of the organization as a result of any Internal Revenue Service determination or any other change to the status of the corporation or if the organization is delinquent in the payment of any federal, state, or local taxes or obligations, Grantee must notify Kane County within thirty (30) days of such change or delinquency. No funds shall be paid, advanced, or reimbursed to any organization until Kane County receives proof that said change or delinquency has been rectified. Kane County reserves the right to review and terminate the grant if such requirement has not been met in a reasonable time.
18. Grantee agrees to maintain specific records for this grant on Grantee's books of account showing any expenditures and deposits made in furtherance of the purposes of this grant and hereby agrees to make said records readily available to Kane County upon request. Said records shall be maintained for a minimum of seven (7) years.
19. Grantee shall indemnify and hold harmless the Health Department, the County of Kane, and the Kane County Board of Health from any and all claims, demands, losses, penalties, actions and judgments for (a) damages to personal property, (b) personal injury or death suffered or sustained by any third party, and (c) any claims which arise by reasons of her conduct, or the conduct of her agents or employees, relative to the performance of any activity, duty or obligation hereunder. This paragraph shall survive termination of this Agreement.
20. Grantee understands and agrees that Kane County intends to monitor and evaluate the activities funded by this grant, and that Kane County may discontinue, modify, or withhold part or all of the grant funds when, in its judgment, such action is necessary to comply with any laws or regulations.
21. Breach of the terms of this agreement shall entitle Kane County to repayment of all prior funds paid to Grantee under this agreement including reasonable attorney's fees and costs of collection.

Documentation submitted to Kane County under this Agreement shall be sent to: Kane County Health Department, ATTN: Michael Isaacson, 1240 N Highland Ave, Aurora, IL 60506

Barbara Jeffers
Barbara Jeffers
Executive Director
Kane County Health Department

6-11-15
Date

Cheri Cumbrod
Name

6-4-15
Date

Executive Director
Title

Mid-Valley Special Education Cooperative
Organization