

**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 Jackson County Recorder of Deeds (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 **ten thousand three hundred fifteen dollars (\$10,315)** as reimbursement for performance of the work and services set forth in this Agreement. This is a **partial** award of the original request.
- (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—**purchasing plat cabinets & plat envelopes**—as fully 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.
 - (A) **Notice to the Office:** Notices to the Office shall be addressed and delivered to the following:
Grant Administrator
Local Records Division
600 W. Main, P.O. Box 1747
Jefferson City, MO 65102
 - (B) **Notice to Grantee:** Notices to the Grantee shall be addressed and delivered to the following:
Diana Smith
Jackson County Recorder of Deeds
112 W. Lexington Ave.
Independence, MO 64050

- (5) PROJECT NUMBER: The Project Number for the work and services under this Agreement is **LRG25-25**.
- (6) REPORTS: The Grantee shall submit to the Office:
 - (A) An interim report summarizing and evaluating the Grantee's accomplishments pursuant to this Agreement. The Grantee shall submit the interim report by **January 15, 2025**.
 - (B) A final report summarizing and evaluating the work and services completed pursuant to this Agreement. The final report shall be submitted by **May 31, 2025**.
- (7) OFFICE ASSISTANCE: The Office shall provide forms for completing certain interim and final reports. The Office may advise and assist the Grantee, as resources permit, in implementing and evaluating the work and services to be performed pursuant to this Agreement.
- (8) RECORDS: The Grantee shall retain, for not less than three years from the termination date of the grant period, records documenting the expenditure of all funds provided by the Office pursuant to this Agreement. The Grantee shall, upon request, provide to the Office any records so retained.
- (9) AUDIT AND ACCOUNTING: The Grantee shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the Office 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 Agreement, the Office shall compensate the Grantee for work and services completed prior to the notice of cancellation.
- (17) HEADINGS: The underlined headings appearing within this instrument shall not be incorporated as part of this Agreement and are included only for the convenience of the reader.
- (18) ENTIRE AGREEMENT: *This instrument embodies the whole agreement of the parties. No amendment shall be effective unless it is accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the Office.*
- (19) COPYRIGHT: The Grantee may copyright materials produced pursuant to this Agreement provided that the state of Missouri reserves the royalty-free, non-exclusive, irrevocable right to reproduce, publish or otherwise use the work or authorize others to use the work. Any publication resulting from or primarily related to funds provided pursuant to this Agreement shall contain an acknowledgment that the publication was supported in whole or in part with state funds.
- (20) ACCESS: The Grantee, at any time during the grant period, shall provide to the Office access to the site of the work being provided under this Agreement.
- (21) LOCAL MATCH: There is no local match required for the FY25 grant cycle.

Diana Smith
Jackson County Recorder of
Deeds



Signatory PRINTED Name



Signature

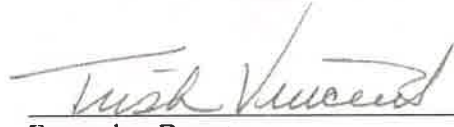


Title




Date

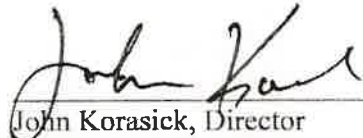
MISSOURI OFFICE OF
SECRETARY OF STATE




Executive Deputy
Secretary of State



Date



John Korasick, Director
Local Records Division



Date

Jackson County Recorder of Deeds

Due to a large number of grant requests, exceeding available funds, your grant request was partially funded. The grant award was adjusted to reflect the project total provided in the budget description.