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## CITY OF AURORA

### COMMUNITY PARTNERSHIPS FUNDING AGREEMENT

This Community Partner Funding Agreement ("Agreement") is entered into by and between the City of Aurora, a Missouri municipality organized under the laws of the State of Missouri ("City"), and the following organization ("Recipient"):

Recipient Organization: \_\_\_\_\_

Address: \_\_\_\_\_

The City and Recipient may be referred to individually as a "Party" and collectively as the "Parties."

The purpose of this Agreement is to establish the terms under which the City will provide funding to Recipient for the specific program or project approved by City Council. Recipient agrees that all funds provided under this Agreement shall be used solely for the program or project described in Recipient's funding application and as authorized by the City. Any use of funds for purposes other than those specifically approved shall constitute a material breach of this Agreement unless prior written approval is obtained from the City.

The City agrees to provide funding to Recipient in the amount of \$\_\_\_\_\_. Payment of funds shall be made at the sole discretion of the City following execution of this Agreement and appropriate authorization by City Council. Recipient acknowledges that funding is contingent upon compliance with all provisions of this Agreement and that the City may withhold or delay payment if Recipient fails to comply with any contractual obligation.

This Agreement shall remain in effect until the program or project is completed and all required reporting and documentation obligations have been fulfilled. Completion of the project shall include submission and acceptance of all required performance and financial documentation by the City.

Recipient agrees that City funds shall be used exclusively for the approved program or project expenses identified in the funding application and City Council authorization. Recipient shall not transfer, reallocate, or otherwise redirect City funds to other programs or purposes without prior written approval from the City. Recipient shall maintain financial records sufficient to demonstrate proper use of funds in accordance with generally accepted accounting principles when practicable.

As a material condition of receiving funding under this Agreement, Recipient shall submit a final performance and expenditure report to the City. Such report shall include a summary of program activities, the number of City residents served, measurable outcomes achieved, and a detailed accounting of how City funds were expended. Recipient shall also provide copies of receipts, invoices, or other documentation sufficient to verify expenditures equal to the total amount of funding received. Such reports and documentation shall be submitted within ninety (90) days following

completion of the funded program or project, or by the end of the City's fiscal year, whichever occurs first. Failure to provide required reporting documentation shall constitute a breach of this Agreement.

Recipient shall maintain all financial and program records related to this Agreement for a period of not less than three (3) years following receipt of City funds. The City shall have the right to review, inspect, or audit such records upon reasonable notice to Recipient. Recipient agrees to cooperate fully with any audit or investigation conducted by the City related to the use of funds provided under this Agreement.

Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of activities funded under this Agreement. Recipient shall also comply with all applicable non-discrimination laws and shall not discriminate against any person on the basis of protected class status under applicable law.

Recipient agrees to repay to the City any funds that are not used for approved purposes or that cannot be adequately documented through receipts or financial records. Recipient further agrees to repay funds if it is determined that funds were obtained through material misrepresentation, fraud, or failure to comply with the terms of this Agreement. The City may pursue any available legal remedies to recover improperly used funds.

The City may terminate this Agreement immediately upon written notice if Recipient fails to comply with any provision of this Agreement, fails to submit required documentation, or uses funds for unauthorized purposes. Upon termination, the City may require Recipient to return any unexpended or improperly expended funds.

Recipient shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses arising from Recipient's performance of activities funded under this Agreement.

Recipient agrees that City funds shall not be used to support political campaigns, election activities, or lobbying activities as prohibited by applicable law.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements related to the subject matter herein. Any modification of this Agreement must be made in writing and signed by authorized representatives of both Parties.

City of Aurora

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Recipient Organization

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_