

SCHEDULE A

2026 NEW CHILDCARE FACILITY GRANT PROGRAM

1. Expenditure of Grant Funds: This grant is to be expended only for the purpose stated in the program guidelines and grant application as set forth by the Grantee in its **2026 New Childcare Facility Grant Program** application. Modification of purpose or program will not be permitted. Should any Grantee fail to expend awarded funds as stated in the application within the stated grant period, ECGRA reserves the right to reconsider the award and require that such funds be returned, until such time as the agency is able to fulfill the obligations agreed to in the grant contract including the submission of a project closeout report and final accounting.

Misappropriating grant awards is cause for declination of future funding requests. However, ECGRA will take extenuating circumstances into account on a case-by-case basis, as deemed appropriate by the Board of Directors.

Grantees will have 18 months from the decision date to complete their projects. Contract extensions of six months may be granted after a written request to ECGRA staff. Extensions are not automatic.

2. Execution of Grant Agreement: The Grantee shall fully execute **Schedule A** within thirty (30) calendar days of the Grant Award, or the award will be immediately rescinded without notice to the Grantee.

3. Responsibility and Records: Grantee is responsible for the proper expenditure of funds for the purpose of the Grant. Grantee shall maintain adequate supporting records, consistent with generally accepted accounting practices, to substantiate expenditures of the Grant only for such purpose.

4. Change of Staff: The Grantee is responsible for seeing that all grant requirements are followed, regardless of any personnel turnover.

5. Reversion of Grant Funds: Grantee will return to or reimburse ECGRA for any portion of the Grant not spent in accordance with the terms of the Grant and approved scope of work, and in any event, Grantee shall return to ECGRA any unexpended portion of the Grant remaining at the close of the Grant period.

6. Closeout Report: Grantee will furnish the ECGRA with a closeout report regarding the use of the Grant in accordance with the Grantee's approved budget and application **no later than April 15, 2028.**

7. Limit of Commitment: This Grant is made with the understanding that ECGRA has no obligation to provide other or continuing support beyond the Grant period for the program or purpose contemplated by this Grant, nor is any implication to be drawn that the Evaluation Committee of ECGRA will look with favor upon a subvention for such program or purpose.

8. Indemnification: The Grantee, its staff, officers, officials, and directors and their successors and assigns, hereby agree to indemnify and hold harmless ECGRA, its Board of Directors, staff, officers and officials (the "Releasees") from any and all claims, lawsuits or other liability, including, but not limited to claims for personal injury or death or property damage, arising out of or related to this Grant award or anything arising out of or related to this Grant award, whether such claim is alleged by the Grantee or a third party. The Grantee agrees to indemnify and hold harmless the Releasees whether or not an injured party alleges and proves that the loss is attributable in whole or part to this Grant award or anything arising out of or related to this Grant award. Said indemnity shall hold the Releasees harmless from any and all suits, costs, expenses of defense, including attorney fees, judgments and costs, even if it is alleged that the Releasees were actively or passively negligent.