# **MEMORANDUM OF AGREEMENT**

# between The Board of Trustees of the University of Arkansas acting for and on behalf of The University of Arkansas, Cooperative Extension Service and the City of Jonesboro

This Agreement, entered into this <u>06 day of August, 2018</u>, by and between the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas Cooperative Extension Service (UACES) and the <u>City of Jonesboro</u> (Cooperator), is intended to provide materials, supplies, and other approved expenses as noted in Exhibit A, *Scope of Work*, for the purpose of implementing policies, systems, and environmental changes to support healthy behaviors and increased physical activity in the Cooperator service area.

**A. Authority:** This project is authorized by an award between UACES and the U.S. Department of Health and Human Services Center for Disease Control and Prevention (CDC).

*Scope of Work*: This project focuses on enhancing the usability of one of the region's most active and popular outdoor recreational parks, Craighead Forest Park, by providing easy and free access to drinking water fountains. Regardless of activity or intensity level, hydration is a critical component to a healthy and enjoyable experience. Encouraging physical activity is of paramount importance as we work together as a community to fight the obesity epidemic in our county and state. According to research, "the first thing a park needs is facilities and amenities." "Parks have an unrealized potential to improve everyone's quality of life and longevity, and that's been too neglected." Craighead Forest Park in Jonesboro, AR is a physical activity hub for many in the community and region. The park contains a multitude of outdoor recreational activities, including a 3-mile perimeter trail, 2-mile lake trail, disc golf course, mountain bike trails, multiple individual playgrounds, a bmx track, softball field, and more. One thing the park lacks at its playgrounds/bathrooms locations is access to drinking water. We are requesting five (5) wall-mount water fountains to install at each restroom location around the park, providing easy-access to water for adults and children alike. The increased availability of water at these locations will allow for extended physical activity timeframes, enhancing the enjoyment and health of the public, while also ensuring their safety through the prevention of dehydration.

Craighead Forest Park Playgrounds/Restrooms Water Fountains					
Vendor	Link	Qty.	Color	Price	Total
Global	https://www.globalindustrial.com/g/plumbing/drinking-	5	Gray	\$590	\$2,950
Industrial	<u>fountains/outdoor/concrete-wall-mount-drinking-</u>		Limestone		
	<u>fountain</u>				

#### B. Personnel and Contact Information:

UACES:

Health & Wellness Special Projects Coordinator: Jessica Vincent 2301 South University Avenue Little Rock AR 72204-4940 Telephone: 501-282-1233 Email: <u>jvincent@uaex.edu</u>

Designated UACES Extension Agent: Debbie DeRossitte 611 E. Washington Avenue Jonesboro, AR 72401 Telephone: 870-933-4565 Email: <u>dderossitte@uaex.edu</u>

# COOPERATOR

City of Jonesboro 300 S. Church Street Jonesboro, AR 72401 870-932-1052

### C. Responsibilities and Agreements

### 1. UACES

Under the terms of this agreement UACES will provide the following assistance and services to the Cooperator:

- a. Establish a project budget based on review of the Cooperator's Scope of Work. Budgets are subject to modification based on the project review team recommendations, project priority, availability of funds, etc.
- b. Serve as purchasing agent for all goods/services approved as necessary to fulfill the project goals and work plan (Exhibit A, *Scope of Work*).
- c. Establish contracts, purchase orders, etc. with vendors selected to provide goods/services through UACES purchasing procedures.
- d. Provide training and/or technical assistance meetings to all Cooperators receiving support under this program at mutually agreed upon dates and times as needed.
- e. Monitor Cooperator's progress of the project approved under this Agreement through correspondence and on-site meetings/inspections to be scheduled between personnel as noted in Section B or their designees.
- f. Inspect and approve project upon notification of completion and submission of final report as outlined in C.2.g.
- g. Upon inspection and final approval by UACES, the project(s) completed under this Agreement shall be fully owned by Cooperator.

# 2. Cooperator

Under the terms of this agreement, the Cooperator shall perform and adhere to the following:

- a. Upon receipt of this fully-executed Agreement, Cooperator shall provide UACES personnel as designated a complete list of goods/services necessary to carry out the awarded project. At minimum, Cooperator will provide information including:
  - i. Complete description of materials requested including dimensions, sizes, colors, etc., if applicable.
  - ii. Quantity of each item (units, hours, etc.)
  - iii. Delivery address or addresses.
- b. Cooperator agrees that funds appropriated for this project cannot be used for wages,

labor, equipment (equipment is defined as any one item costing over \$5,000), or indirect costs, with the exception of the service costs of vendor-owned equipment that include provision of an operator of the equipment as an independent contractor.

- c. Attend training and/or technical assistance meetings as scheduled by UACES prior to receipt of any goods/services to be provided.
- d. Comply with best practices in terms of goods/services received and document use of such goods/services upon request of UACES personnel.
- e. Notify UACES Extension Agent in writing if there is any change in circumstances that may impact your ability to complete the project within the period covered by this Agreement.
- f. Cooperate with UACES personnel in scheduling meetings to review progress of project and complete a final inspection.
- g. Provide a final report to include a minimum of five (5) digital photographs by September 1, 2018.
- h. Commit to maintaining/sustaining project for a period of 3 years following the termination date of this agreement.
- i. Upon inspection and final approval by UACES, the project(s) completed under this Agreement shall be fully owned by Cooperator.

### D. Term of Agreement:

This Agreement is effective upon signature of both parties and terminates on September 29, 2018.

### E. Breach

Failure of the Cooperator to abide by the terms of this agreement, including Exhibits, within the timeframe as outlines (or amended, if approved), will be considered a breach of this Agreement. Breaches of the Agreement shall be addressed on a case-by-case basis in consultation with the program coordinator.

### F. Termination of Agreement

This agreement may be terminated by either party with thirty (30) days written notice. In the event termination is at the request of the Cooperator, UACES reserves the right to request reimbursement for expenses for goods/services purchased on behalf of Cooperator at the time of approval of the request for termination.

### G. Approvals:

Board of Trustees of the University of Arkansas acting for and on behalf of the Division of Agriculture, Cooperative Extension Service

Sam Boyster Interim Associate Director-Operations and Director of Information Technology University of Arkansas System, Division of Agriculture, Cooperative Extension Service Cooperator

Harold Perrin Mayor City of Jonesboro