

GRANT AGREEMENT
BETWEEN
ARKANSAS FORESTRY COMMISSION
AND
City of Jonesboro

8/24/2009 – 9/01/2010

This Grant Agreement is hereby entered into by and between the Arkansas Forestry Commission, hereafter referred to as 'AFC', and the City of Jonesboro, hereafter referred to as 'Grantee.'

All funds must be used for the purposes stated below. Any modification of purpose, final product, grant award, or matching contribution must be requested in writing and approved by the AFC. All printed materials must have prior approval by AFC.

Purpose: Tree planting \$37,350, \$4,233 Mulch, \$120,332 Arboriculture services (to be contracted and funded through the State)

The \$41,583 portion of the grant will be paid on a reimbursement basis upon submission of approved cost records, documentation AND a final project report. The amount paid will equal 100% of the approved project costs awarded and should not exceed either the grant amount or the out-of-pocket expenses. The \$120,332 will be paid directly by the State to the awarded vendor. Even though the Grantee is not required to match this grant the United States Forest Service asked that matching be documented to report how the grant funding was expanded beyond the award amount. Eligible items include cash purchases or in-kind contributions for the proposed amount of \$19,709.

The Grantee shall be responsible for providing proof-of-payment records for all purchases and in-kind contributions. These include source documentation such as invoices, **canceled checks**, paid receipts, payroll or time and attendance records, contract documents, and valuation letters for third-party in-kind contributions. Cost records must be retained for three years following conclusion of the project.

The Grantee shall submit a final project performance report, a financial summary with supporting documentation, and a copy of any product developed through the grant within 30 days of project completion, or by **September 1, 2010**, at the latest.

The State Forester and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Grantee which are pertinent to the grant in order to make audits, examinations, excerpts, and transcripts.

(For Tree Planting Projects Only) Trees must be maintained for three full years following planting. The Grantee must replace any dead trees within the period of this three-year period. Prior approval is required for substitutions. **All trees must be inspected by an AFC County Forester prior to planting.**

The Grantee agrees to include in all promotion, publicity, programs, advertising, and in any printed materials pertaining to all AFC Urban Forestry funded programs and/or projects, the following credit line: "This project is supported in part by the Arkansas Forestry Commission's Urban Forestry Program and the U. S. Forest Service."

If a Grantee materially fails to comply with any term of this award, as stated above, the AFC may disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Grantee, withhold further awards for the program, demand repayment of the grant, or take other legally available remedies.

The Grantee agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of this grant on the basis of race, creed, color, national origin, religion, sex, age or physical or mental disability.

The Grantee may terminate this entire Agreement, without cause, prior to the expiration of the grant period, upon sixty (60) days written notice. Upon cancellation of this Agreement and release of the unexpended grant funds, the Grantee is fully released of all obligations under this Agreement.

If any part of this Agreement shall be deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied, such circumstance shall not have the effect of rendering any other provision of this Agreement invalid, inoperative, or unenforceable to any extent whatever.

We accept this grant subject to the terms and provisions stated above.

Signature Patti Erwin
Date 10/2/2009
Name Patti S. Erwin
Urban Forestry Coordinator
Arkansas Forestry Commission
Organization