

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

AWARD PERIOD
60 month from date of approval

RECIPIENT NAME
City of Jonesboro (secondary co-recipient)

AWARD NUMBER
08-01-00349

STREET ADDRESS
515 West Washington Street

FEDERAL SHARE OF COST
\$ 135,000

CITY, STATE, ZIP CODE
Jonesboro, Arkansas 72401

RECIPIENT SHARE OF COST
\$ 136,850

AUTHORITY
Pub Works and Econ Dvpt Act of 1965, as amended (42 U.S.C. § 3121 et seq.)

TOTAL ESTIMATED COST
\$ 271,850

CFDA NO. AND PROJECT TITLE
11.300 Public Works - Sewer extension

BUREAU	FUND	FCFY	PROJECT-TASK	ORGANIZATION	OBJECT CLASS

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

- Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013)
- Special Award Conditions
- Line Item Budget
- 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures
- OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- Other(s): EDA Standard Terms and Conditions for Construction Project (March 12, 2013)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER



TITLE

Pedro R. Garza, Regional Director

DATE

SEP 13 2013

TITLE

Harold Perrin, Mayor

DATE

11/7/13

II. DETAILED BUDGET INVOLVING CONSTRUCTION

<u>LINE ITEMS</u>	<u>PROPOSED</u>	<u>APPROVED</u>
Administrative & Legal Expenses	\$ 12,500	\$ 12,500
Land, Structures & ROW, etc.		
Relocation Expenses & Payments		
Architectural & Engineering Fees	25,000	25,000
Other Architectural & Engineering Fees		
Project Inspection Fees		
Site Work	4,500	0 (1)
Demolition and Removal	8,500	0 (1)
Construction	199,700	234,350 (1)
Equipment	500	0 (1)
Miscellaneous		
Contingencies	33,650	0 (1)
TOTAL PROJECT COSTS	\$284,350	\$271,850

Explanation of Changes

(1) All changes made to improve cash flow.

1. **CO-RECIPIENTS DEFINITION:** For the purposes of the EDA Standard Terms and Conditions and the Special Award Conditions, the terms “Recipient” and “Co-recipients” are interchangeable and refer equally to: (1) the City Water and Light Plant of the City of Jonesboro at Jonesboro, Arkansas; and (2) and the City of Jonesboro, Arkansas.

2. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed after approval of Financial Assistance Award for:

Return of executed Financial Assistance Award.....	30 days
Start of Construction.....	24 months
Construction Period.....	36 months

Project Closeout – All Project closeout documents, including final financial information and any required program reports, shall be submitted to the Government not more than 90 days after the date the Recipient accepts the completed Project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion of the Project and submission of closeout documents within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government’s taking action to terminate the Award in accordance with the regulations set forth at 15 CRF 24.43 (53 Federal Register 8048-9, 8102, March 11, 1988).

3. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally-assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women is each new project area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, *Federal Register*, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6. The minority participation goal for this Project is 26.5 percent.

4. **FINANCIAL ASSISTANCE AWARD:** This Financial Assistance Award, subject to the other Special Award Conditions and the EDA Standard Terms and Conditions - Construction Program, dated March 12, 2013, shall constitute an obligation to make such Award. If the Recipient fails to affirm its intention to use the Award in accordance with the terms and conditions of this Special Award Conditions of this Financial Assistance Award, it will be terminated without further cause. By signing and returning two of the three original Financial Assistance Award documents within 30 calendar days from receipt, the Recipient hereby affirms that it intends to use the Award in accordance with the and conditions as above-referenced.
5. **EVIDENCE OF GOOD TITLE:** Prior to initial disbursement, the Recipient shall furnish evidence satisfactory to the Government of a good and merchantable title, free of all mortgages or other foreclosable liens, and/or equivalency of title to all land, rights-of-way and easements necessary for the completion of the Project, or of a long-term leasehold interest in accordance with 13 CFR 314, except when a mortgage waiver has been granted by the Assistant Secretary or his/her designee.
6. **NON-FEDERAL MATCHING SHARE:** In affirming this Award, the Recipient certifies that the non-Federal share of Project costs is committed and is available as needed for the Project, that the non-Federal share is from sources which can be used as match for the EDA Project, and that the non-Federal share will not affect ownership of, or title to, the Project facilities. The Recipient further acknowledges that, prior to award of any construction contracts, it will be required to provide evidence satisfactory to the Government that all funds necessary to complete the Project are available. Any substitution of the non-Federal share shall be submitted in writing and approved by EDA.
7. **IN-KIND MATCHING SHARE:** Prior to initial disbursement, the Recipient shall furnish to the Government for review and approval itemized in-kind match valuation documentation that shows how the items of kind match value are calculated, including hourly rates and number of hours for any in-kind personnel costs (staffing plan).
8. **REPORTING UNLIQUATED OBLIGATIONS:** All Recipients of an EDA Grant Award of more than \$100,000 whose grant has not been fully disbursed as of the end of each reporting period are required to submit a financial report to EDA annually on the status of unreimbursed obligations. The report will provide information on the amount of allowable Project expenses that have been incurred by the Recipient but not claimed for reimbursement as of the end of the reporting period. The report will be as of September 30 of each year and must be submitted annually until the final grant payment is made to EDA. The report shall be submitted to EDA no later than October 30 of each year. Noncompliance with this requirement may result in the suspension of EDA grant disbursements. Standard Form SF-425 ("Federal Financial Report") or Standard Form SF-425A ("Federal Financial Report Attachment" for reporting multiple grants), whichever is applicable, will be used for this purpose.

9. **GOVERNMENT PERFORMANCE AND RESULTS ACT OF 1993 (GPRA) REPORTING REQUIREMENTS ON PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA will advise the Recipient in writing within a reasonable period prior to the time of submission of the reports, and in the event that there are any modifications in the performance measures.
10. **REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that the Recipient's application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application to the Government or whether the Recipient, or an authorized representative of the Recipient, submitted its application to the Government, the Recipient hereby reaffirms and states that:
- a. all data in said application and documents submitted with the application are true and correct as of the date of this Award and were true and correct as of the date of said submission;
 - b. said application was, as of the date of this Award and as of the date of said application, duly authorized as required by local law by the governing body of the Recipient; and
 - c. the Recipient confirms that it will comply with the Assurances and Certifications submitted with or attached to said application.
- The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.
11. **NONRELOCATION:** In signing this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the EDA Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the Award for convenience or cause.
12. **INDIVIDUAL BACKGROUND SCREENINGS:** Notwithstanding the requirements pertaining to Individual Background Screenings set forth in Section F of the Department of Commerce (DOC) Standard Terms and Conditions (March 2008), Individual Background Screenings will be conducted in accordance with the updated guidance contained in Chapter 21 (February 2010) of the DOC Grants and Cooperative Agreements Interim Manual. This guidance may be viewed on line at the following Internet site:
<http://oamweb.osec.doc.gov/docs/RevisedChapter21020210.pdf>.

13. **PROPERTY MANAGEMENT STANDARDS:** In affirming this award, the Recipient acknowledges its responsibility to assure that the real property acquired or improved by this Award is used only for the authorized and specific purpose of an industrial park in order to sell, lease, or otherwise convey parcels of the improved property to serve that purpose in accordance with 13 CFR, Part 314.

Should the authorized purpose of the Project be to construct facilities to serve industrial or commercial parks or sites owned by the Recipient for sale or lease to private parties, such sale and lease is permitted so long as EDA requirements continue to be met. EDA requires evidence that the Recipient has title to the park or site prior to such sale or lease.

Should the authorized purpose of the Project be to construct facilities to serve privately owned industrial or commercial parks or sites for sale or lease, such ownership, sale or lease is permitted so long as EDA requirements continue to be met. EDA requires evidence that the private party has title to the park or site prior to such sale and lease, and conditions the award of project assistance upon assurances by the private party relating to the sale or lease that EDA determines are necessary to assure consistency with the project purposes.

14. **U.S. FISH AND WILDLIFE SERVICE (FWS):** Prior to the advertisement of the construction bid(s), the Recipient shall provide evidence satisfactory to the EDA that: 1) consultations under the Endangered Species Act/Migratory Bird Treaty Act/Marine Mammal Protection Act have been concluded with the FWS; and 2) all recommendations resulting from the consultations have been incorporated into the construction plans and specifications.
15. **STATE HISTORIC PRESERVATION OFFICE (SHPO) CONSULTATION:** Prior to the approval of the expenditure of any Federal funds, the Recipient shall provide satisfactory evidence to the EDA that a National Historic Preservation Act Section 106 consultation has been conducted with the SHPO.
16. **CO-RECIPIENT MOA:** Prior to initial disbursement, the Recipient shall furnish to the Government for review and approval an executed Co-Recipient Memorandum of Agreement (MOA) regarding the EDA Project.