

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 11 day of August, 2017, 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 City of Jonesboro (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).

B. Personnel and Contact Information:

UACES:

Obesity Reduction Project Coordinator:

Lauren Morris

2301 South University Avenue

Little Rock AR 72204-4940

Telephone: 501-671-2022

Email: lmorris@uaex.edu

Designated UACES Extension Agent:

Debbie DeRossitte

611 E Washington Ave

Jonesboro, AR 72401

Telephone: 870-933-4565

Email: dderossitte@uaex.edu

COOPERATOR

Harold Perrin

Mayor – Bono

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 30, 2018, unless a request for extension is granted. Any request for extension must be submitted to UACES no later than August 1, 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**

Cooperator

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

Harold Perrin
Mayor
City of Jonesboro