



East Arkansas
Planning & Development District

October 31, 2013

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403-1845

Dear Ms. Heather Clements:

The East Arkansas Planning & Development District (EAPDD) Board of Directors approved your 2013 General Improvement Fund (GIF) application on October 24, 2013. The application to City of Jonesboro in the amount of \$101,400.00 was approved for the following purpose:

Construction expenses for Miracle League project

All grant activity for the project will be tracked and reported under **2013-cc-02**. Please note all funds should be expended within two years of October 24, 2013.

A Grant Agreement has been attached, along with a copy of the guidelines for approved applications. Please review, sign, and return the grant agreement to the following:

Attn: Elizabeth Montgomery
EAPDD
P.O. Box 1403
Jonesboro, AR 72403

Funding may not begin until an executed Grant Agreement is in place. Once a Grant Agreement is executed, funding may begin based upon the instructions laid forth in the enclosed guidelines, or as agreed upon by the Grantee and Grantor on a case-by-case basis.

If you have any questions, please do not hesitate to contact Elizabeth Montgomery at 870.932.3957 or email emontgomery@eapdd.com.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Melissa Rivers', is written in black ink.

Melissa Rivers
Executive Director

Enclosure

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Jonesboro

Grant #: 2013-cc-02

Grant Amount: \$101,400.00

Purpose: Construction expenses for Miracle League project

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403-1845
Phone: 870.336.7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent

documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

6. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

7. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

8. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

9. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

10. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

11. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

12. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor’s signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

EAST ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

City of Jonesboro

Melissa Rivers
Executive Director

(name)
(title)

Date

Date