

Grantee: City of Jonesboro

Grantee #: 2013-58-08

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

Grantee: City of Jonesboro

Grant #: 2013-58-08

Grant Amount: \$ 36,000

Purpose: **Emergency Response Software Safety Program**

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
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 & Development
District

City of Jonesboro

Melissa Rivers
Executive Director

Date

Media Agreement for EAPDD GIF Grantees

By signing below, City of Jonesboro acknowledges that we will not coordinate any press releases, public communications, or engage any form of media, regarding this project, until further correspondence is received from East Arkansas Planning & Development District's Communications Department. If you have any questions or concerns, please do not hesitate to contact the Communications Department, at the following address:

ATTENTION:

EAPDD GIF Communications
P.O Box 1403
Jonesboro, AR 72403
870.932.3957
jwright@eapdd.com

7/3/14
Date

Please indicate below preferred media outlets, dates for photo opportunities, and locations for photo opportunities.

Media Outlets:

Dates:

Locations:

Approved Project Budget

Please note the following itemized budget has been approved by EAPDD for your GIF Grant project.

ITEM	PROJECTED COST
EMERGENCY RESPONSE SOFTWARE FOR FIRE DEPARTMENT FRONTLINE VEHICLES (X120)	36,000
TOTAL GIF COST	36,000

East Arkansas Planning & Development District – GIF Recommended Practices for Legislators

1. Legislators should provide District with grant recommendation list that includes:
 - a. Applicant Name
 - b. Amount
 - c. Purpose of the grant
2. District cannot process applications without Legislators' recommendations.
3. Applicants will submit applications directly to the District.
4. EAPDD Board of Directors will review and approve submitted and processed applications on a bi-monthly basis. Grant Agreement will be distributed following Board approval.
5. Grant administration will be provided by the District.
6. Closeout documentation for each grant will be required from the Grantee.

East Arkansas Planning & Development District – GIF Guidelines for Grantees

Guidelines for GIF grants under \$5,000.00:

1. Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
2. Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
3. Once a Grant Agreement is in place, a check will be issued to the Grantee for the amount noted in the Grant Agreement.
4. Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
5. After funds are dispersed, the Grantee will be required to submit all corresponding receipts and closeout documents to EAPDD.

Guidelines for GIF grants over \$5,000.00:

1. Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
2. Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
3. Once a Grant Agreement is in place, Grantee will be required to submit a Request for Payment (RFP) and corresponding invoices for items purchased/services performed to EAPDD for payment. EAPDD will provide an RFP template to be used by the Grantee.
4. Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
5. Grantees shall provide EAPDD with written quotes on projects between \$10,000 and \$50,000.
6. For projects more than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
7. Once a RFP is received and processed, EAPDD will then pay vendors directly and provide proof of payment to Grantee.
8. Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

Guidelines for Procurement:

1. For projects under \$10,000, products and services may be procured without seeking competitive bids or competitive sealed bids. Written quotes or estimates shall be provided to the District by Grantee.
2. For projects and services in which purchase price exceeds \$10,000 and is less than or equal to \$50,000, awards shall be provided through the use of competitive bidding procedures.
3. For projects exceeding \$50,000, products and services shall be awarded through competitive sealed bidding procedures.
4. EAPDD will provide technical assistance in regard to proper procurement procedures for Grantees.