

Trails for Life Grant Program Contract Agreement

State of Arkansas, Arkansas Department of Parks and Tourism

Applicant: City of Jonesboro and

Jonesboro Human Development Center (JHDC)

Project Number: T-0085-14

Project Title: Custom Health and Fitness Project: Connecting walk between Jonesboro Human Development Center's track and the Miracle League Complex

Period Covered by this Agreement: Date of Approval through December 2014

Project Scope:

To Develop: 487 Linear Feet of Trail - 8 Feet Width
Expanded metal benches

All construction must meet or exceed the specifications in the Trails for Life Grant Program Application Guide (Attached).

Contract Attachments:

1. Statement of Agreement

**2. Trails for Life Program
Application Guide**

3. Attachment #1

Grant Amount: \$15,751.68

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State of Arkansas, Arkansas Department of Parks and Tourism

STATEMENT OF AGREEMENT

Project No. T-0085-14

1. The State of Arkansas, represented by the Executive Director, Arkansas Department of Parks and Tourism, hereinafter referred to as the State, and the City of Jonesboro with the Jonesboro Human Development Center, hereinafter referred to as the Grantee, mutually agree to perform this Contract Agreement, hereinafter referred to as the Agreement, in accordance with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, the Trails for Life Grant Program Application Guide, attached hereto, made a part hereof, and incorporated by reference as if they were fully set out herein.
2. The State hereby agrees to obligate to the Grantee the amount of money referred to on the preceding page as the Grant Amount. The Grantee hereby agrees, in consideration of the grant obligations made by the State herein, to execute the project described above in accordance with the terms of this Agreement.
3. No waiver by the State or failure by it to require strict and punctual performance by the Grantee of any of the terms, conditions, provisions, or obligations of this Grant, or any forbearance, indulgence, or sufferance granted to or shown Applicant, or any practice involving such waiver, tolerance, indulgence, or sufferance, shall constitute a waiver by the State of the right at any subsequent time to demand and require strict, full, and punctual performance of Applicant's obligations hereunder. Projects must be completed within 2 calendar years of the date of the original contract regardless of time extensions. Any funds tendered to the grantee must be repaid within 30 days of the termination of this contract.
4. All expenses beyond the grant amount will be the responsibility of the Grantee. All consultant fees exceeding 12% of the grant amount will be the responsibility of the Grantee.
5. The state will notify the grantee as soon as it has determined the Grantee is in default of the contract. The Grantee will be responsible for repayment of grant funds within thirty days of contract default notification.
6. The Grantee is responsible for providing project construction supervision, a final project inspection, and certification to the State that the project was completed in accordance with the contract.
7. The Grantee is responsible for maintaining all original project records including bid documents, contracts, invoices, cancelled checks and any other records necessary for audit purposes. Grant funds must be audited at the Grantee expense, or be deposited in a general fund account and be eligible for audit by a routine legislative audit in accordance with state law.
8. Completed facilities must comply with The Americans with Disabilities Act of 1990 (43 U.S.C. 12181), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Arkansas Architectural Barriers Act 122 of 1967 and must be open to the public at all reasonable times of the day and year and be in accordance with Title VI of the 1964 Civil Rights Act.
9. The Grantee agrees to be responsible for operation and maintenance of said trail as located and approved unless otherwise amended, for a period of fifteen (15) years. The Grantee will assume responsibility for all damages or injuries to persons and property which may result by reason of construction, operation, maintenance, repair, use, and replacement of the trail and associated facilities, and agrees and covenants to hold the State harmless from any such claim or claims.

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10. The Grantee agrees to indemnify the State for any and all liability, loss, or damage the State may suffer as a result of claims, demands, costs, or judgments arising out of the Applicant's operation hereunder. Such indemnification shall include the reimbursement to the State of any attorney fees or costs incurred by the State, in connection with the defense of any action covered by this indemnification.
11. The undersigned Grantee does hereby agree and accept the responsibility and obligations as set out in the herein described project. The undersigned Grantee further understands, agrees, and accepts that this project is not effective until this project Agreement has been duly executed by the State and the said Grantee is notified in writing. No work shall be initiated and/or undertaken by said Grantee on the herein described project until it has received notification by the State in writing.
12. The undersigned Grantee does hereby agree the trail / trail facilities will be smoke-free and the grantee will be responsible for posting and maintaining a sign provide by the grantor and enforcing this smoke-free provision for the term of this contract.

In witness whereof, the parties have executed this Agreement as of the date entered below:

The State of Arkansas

Grantee

By: _____
Executive Director
Arkansas Department of Parks and Tourism

Date: _____

By: _____
(Joint Applicant Signature)

(Title and Name)

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ATTACHMENT #1

MINORITY BUSINESS ENTERPRISE DEVELOPMENT

The Grantee shall comply with Executive Order #12432, Minority Business Enterprise Development as follows:

It is state and national policy to place a fair share of purchases with minority business firms. The Department of Parks and Tourism is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, recipients should:

1. Place minority business firms on bidder's mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
4. Use the assistance of the Minority Business Development Agency of the Department of Commerce and similar state and local offices, where they exist.

ATTACHMENT #2

DEED OR LEASE

1. The Trail will be located on the property described in the deed or lease submitted and agreed to at the time when this contract is signed. Any alterations to the trail must be made and agreed to by both the grantor and grantee as an amendment to this Contract Agreement.