

VAN BUREN COUNTY QUORUM COURT

ORDINANCE NO. 2012-13

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF VAN BUREN, STATE OF ARKANSAS, AN APPROPRIATION ORDINANCE TO BE ENTITLED:

AN APPROPRIATION ORDINANCE TO AMEND THE ORIGINAL APPROPRIATION ORDINANCE #2011-50, THE ANNUAL OPERATING BUDGET FOR 2012, TO INCREASE THE PROJECTED REVENUE BY \$89,600.00 AND APPROPRIATE SAID AMOUNT INTO THE COURTHOUSE RESTORATION BUDGET FUND #1, DEPARTMENT 7300; LINE ITEM 91- BUILDINGS.

WHEREAS: Van Buren County has received a grant of \$89,600.00 from the Department of Arkansas Heritage; Arkansas Historic Preservation Program; and

WHEREAS: These funds are designated for the Van Buren County Courthouse to replace the brick mortar on the exterior of the building. As well as other exterior repairs that are needed; and

WHEREAS: There is now an urgent need and necessity to appropriate these funds, in order to begin the work because of the definite time frame to finish this project.

THEREFORE BE IT ORDAINED

Section 1. That Ordinance No. 2011-50, the annual operating budget for 2012 is hereby amended; and


Section 2. That the sum of \$89,600.00 is hereby appropriated into the Courthouse Restoration Budget Fund #1, Department 7300; Line Item 91 – Buildings.

TOTAL APPROPRIATION


\$89,600.00

Dated August 16 2012

APPROVED:


Roger Hooper, County Judge

ATTEST:


Ester Bass, County Clerk

GRANT CONTRACT

THIS AGREEMENT is made between the Arkansas Historic Preservation Program, hereinafter referred to as the "AHPP" and Van Buren County hereinafter referred to as "RECIPIENT."

WHEREAS, the AHPP, through its Director, is authorized to make and sign any agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the AHPP.

WHEREAS, the RECIPIENT has made application to the AHPP for a program of the cooperative endeavors as hereinafter set forth, the AHPP and RECIPIENT hereby agree as follows:

1. AHPP agrees to make a grant to RECIPIENT in the total amount of \$89,600 for the following program: Tuckpoint (as described in the RECIPIENT's grant application) hereinafter referred to as the "PROGRAM."

Beginning Date: July 1, 2012

Ending Date: May 3, 2013

RECEIPT OF THE FULL GRANT AMOUNT NAMED ABOVE IS DEPENDENT UPON RECEIPT OF FEDERAL AND STATE REVENUES.

RECIPIENT also agrees to expend cash match on the PROGRAM in the minimum amount of \$0.00.

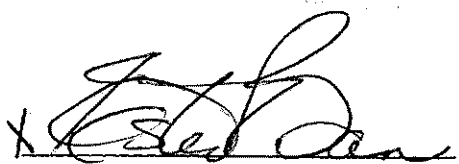
2. All grant monies payable herein shall be expended by RECIPIENT between July 1 and June 30 or the closing date of the program as stated in paragraph (1), whichever is earlier. Any monies received but not expended by RECIPIENT shall be returned to the AHPP 15 days after the closing date of the program.
3. The AHPP shall not pay any grant monies to RECIPIENT until the AHPP receives from RECIPIENT a signed grant contract.
4. RECIPIENT agrees to abide by the grant narrative in corresponding grant application submitted to precipitate this AWARD or to any subsequently revised or modified narrative or budget as required and approved by the AHPP.

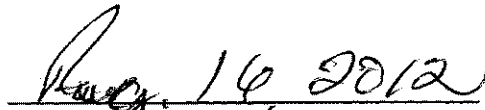
5. RECIPIENT agrees that no monies payable hereunder shall be used for the purchase of permanent equipment, capital improvements or construction, to pay the balance of RECIPIENT's previous year's deficit, for entertainment, interest and other financial costs, as a contribution to a contingency reserve, or any other purposes restricted by the AHPP unless expressly excepted within this contract in paragraph 15.
6. Any cost deficit incurred by RECIPIENT in the actual operation of PROGRAM shall be solely the responsibility of RECIPIENT.
7. RECIPIENT agrees to maintain in his or her possession for inspection by the AHPP, or its duly authorized representatives, all books, documents, papers and records maintained to account for funds expended under the terms and conditions of this CONTRACT for a minimum period of three (3) years following June 30 of the grant award year, or until an audit has been completed.
8. RECIPIENT agrees to the right of the AHPP director to review and comment on art set-up, written narrative and/or audiovisual content of any material produced by the grant prior to final printing and/or production and distribution.
9. RECIPIENT agrees to include in all promotion, publicity, programs, advertising, and in any printed or audiovisual materials pertaining to PROGRAMS, the AHPP logo, when possible, and the following credit line: "THIS (type of publication/material) HAS BEEN FINANCED (in part/entirely) WITH TAX FUNDS FROM THE STATE OF ARKANSAS AND THE ARKANSAS HISTORIC PRESERVATION PROGRAM, AN AGENCY OF THE DEPARTMENT OF ARKANSAS HERITAGE."
10. RECIPIENT agrees that monies granted herein shall be expended solely for PROGRAM as described in paragraphs 1 & 4 of this CONTRACT.
11. RECIPIENT agrees to abide by and comply with applicable regulations and policies of the AHPP including Fair Labor Standards Title VI of the Civil Rights Act of 1964 [42 USC 2000 (d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794], Title IX of the Education Amendment of 1973, the Americans with Disabilities Act of 1991, as well as all other applicable state and federal laws, regulations and executive orders. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Arkansas Historic Preservation Program.
12. RECIPIENT agrees to submit all report documentation on time. Late reports may result in request for return of grant funds. If for some reason, the grant project is terminated or if actual costs are less than anticipated, all remaining unobligated funds will be returned to the AHPP.

13. RECIPIENT agrees to file with the AHPP, within thirty (30) days after the closing date of the project as set forth in paragraph 2 of this contract, a final report on PROGRAM on forms provided by the AHPP.
14. This CONTRACT may be amended only in writing as approved by the AHPP and signed by both RECIPIENT and the AHPP.
15. The following special conditions also apply to this CONTRACT:

Director's Signature
Arkansas Historic Preservation Program

Date


Grant Recipient's Signature


Date

Title (if applicable)

Federal ID Number