

**GRANT AGREEMENT
BETWEEN THE
ARKANSAS GAME AND FISH COMMISSION
AND THE
ARKANSAS DEPARTMENT OF EDUCATION**

THIS AGREEMENT is made and entered into between the Arkansas Game and Fish Commission (sometimes hereinafter referred to as “AGFC”) and the Arkansas Department of Education (sometimes hereinafter referred to as “ADE”).

WITNESSETH:

WHEREAS, pursuant to Amendment 35 to the Constitution of Arkansas, the Arkansas Game and Fish Commission is vested with the control, management, restoration, conservation and regulation of the birds, fish, game and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of AGFC is to wisely manage all the fish and wildlife resources of Arkansas while providing maximum enjoyment for the people; and

WHEREAS, the mission of the Arkansas Department of Education is to provide the highest quality leadership, service, and support to school districts and schools in order that they may provide equitable, quality education for all students in Arkansas public schools.; and

WHEREAS, during Fiscal Year 2008, AGFC collected from counties throughout the state criminal fine amounts totaling \$659,653.14. A breakdown of the fine receipts by particular counties is attached as Exhibit “A”; and

WHEREAS, at a public meeting held on September 18, 2008, the Arkansas Game and Fish Commission adopted an order declaring that it would like for the 2008 criminal fine revenues to be made available for expenditure in the 75 counties throughout the state for school education programs for fish and wildlife conservation and other purposes consistent with Amendment 35 to the Arkansas Constitution and, additionally, that the Commission would like to utilize the assistance and services of the Arkansas Department of Education to develop the school education programs for fish and wildlife conservation, to distribute the fine revenues within the particular counties where the fines were collected, and to supervise the expenditure of such funds by school districts and/or conservation districts within the counties.

WHEREAS, the Arkansas General Assembly has directed in Ark. Code Ann. § 6-16-1101 that “[t]he Department of Education, in consultation with the Arkansas State Game and Fish Commission, shall establish school education programs for fish and wildlife conservation and other purposes consistent with Arkansas Constitution, Amendment 35” and that the Department “shall distribute quarterly all grant moneys provided by the commission ... to the counties where the offenses occurred.”

WHEREAS, it is the desire of the AGFC and ADE to work together cooperatively to transfer funding from AGFC to ADE for carrying out wildlife conservation education activities in Arkansas and accomplishing the aforementioned goals.

NOW, THEREFORE, in exchange for the mutual obligations and covenants contained herein, AGFC and ADE agree as follows:

I. Scope of Agreement

A. The AGFC agrees to:

1. Issue an educational grant to ADE in the amount Six Hundred and Fifty-Nine Thousand, Six Hundred and Fifty-Three and 14/100 Dollars (\$659,653.14). The grant funds shall be transferred by AGFC within two (2) weeks after final approval and execution of this Agreement.
2. Consult with ADE regarding establishment of school education programs for fish and wildlife conservation and other purposes consistent with Arkansas Constitution, Amendment 35. The conservation education programs may specifically include, but not be limited to: Hunter Education training; Boating Education training; Project WILD; Hooked on Fishing - Not on Drugs; Wings Over Arkansas; School Yard Habitats Site Development; On Target for Life Archery / P.E. Program; Arkansas Stream Team Program; Arkansas Youth Shooting Sports Program; 4-H Responsible Environmental Stewardship Quest (RES-Q); AGFC Specialized Conservation Education / Educator Training Workshops; and expenses for field trips to AGFC Nature Centers and Conservation Education Centers.

B. The ADE agrees to:

1. Accept from AGFC the educational grant in accordance with all conditions recited in this Agreement.
2. After consultation with AGFC, establish school education programs for fish and wildlife conservation and other purposes consistent with Arkansas Constitution, Amendment 35. The conservation education programs may specifically include, but not be limited to: Hunter Education training; Boating Education training; Project WILD; Hooked on Fishing - Not on Drugs; Wings Over Arkansas; School Yard Habitats Site Development; On Target for Life - Archery / P.E. Program; Arkansas Stream Team Program; Arkansas Youth Shooting Sports Program; 4-H Responsible Environmental Stewardship Quest (RES-Q); AGFC Specialized Conservation Education / Educator Training; and expenses for field trips to AGFC Nature Centers and Conservation Education Centers.
3. Administer the recordkeeping and disbursement of all grant funds to Arkansas counties in accordance with the purposes recited herein and consistent with the breakdown of criminal fine receipts (by counties) provided in Exhibit "A". Expenditures shall be made at the discretion of ADE and in compliance with the provisions of Ark. Code Ann. § 6-16-1101.
4. Require all counties that are recipients of AGFC grant funds distributed by ADE to use such funds for approved wildlife conservation education purposes only, and require such

counties to submit to AGFC , on or before August 1, 2009, a written report, utilizing the form attached hereto as Exhibit “B”, for the purpose of detailing all expenditures of the grant funds. Additionally, ADE shall assist AGFC in efforts to inform all counties that failure to submit a completed reporting form by August 1, 2009 may result in such counties being deemed ineligible to receive future AGFC education grants.

5. Provide AGFC with a final written report on or before September 1, 2009 summarizing the expenditures made, including any unspent balance of funds.
6. Return to AGFC any unused grant funds at the end of the grant period. Additionally, if this grant is terminated prior to the end of the term of this Agreement, ADE shall refund to AGFC all unused grant funds based on the actual incurred and/or obligated expenditures as of the date of termination.
7. ADE agrees AGFC shall not be liable for injuries or damages sustained by ADE, its principal officers, employees or consultants, nor shall the AGFC be liable for injuries or damages because of any action of the ADE, its principal officers, employees, consultants or any individual or organization in connection with this Agreement. ADE shall hold harmless AGFC, its Commissioners, Director, and employees from or against any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, the use of the grant funds provided under this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

II. Term

This Agreement shall become effective as soon as signed by both parties and shall remain in force until September 30, 2009, or until terminated in accordance with its terms.

III. Termination

This Agreement may be terminated by mutual consent of the parties, or by one party upon thirty (30) days written notice to the other party. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon thirty (30) days written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To AGFC:

Mr. Scott Henderson
Director
Arkansas Game and Fish Commission
#2 Natural Resources Drive
Little Rock AR 72205

To ADE:

Dr. T. Kenneth James
Commissioner
Arkansas Dept. of Education
4 Capitol Mall
Little Rock, AR 72201

VI. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon either of the parties.
- B. By the signing of this Agreement, the parties assure and certify that they will comply with Title IV of the Civil Rights Act of 1964 (P-L88-352) and that in accordance with that Act, no person in the United States shall, on grounds of race, color, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in this project.
- C. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of AGFC and ADE, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

Dated this _____ day of _____, 2008.

ARKANSAS GAME AND FISH COMMISSION

By: _____
Director

Dated this _____ day of _____, 2008.

ARKANSAS DEPARTMENT OF EDUCATION

By: _____
Commissioner