



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, October 8, 2019

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-19:091](#) Minutes for the Finance Committee Meeting on September 10, 2019

Attachments: [Finance Meeting Minutes 09102019.pdf](#)

[MIN-19:097](#) MINUTES FOR THE SPECIAL CALLED FINANCE & ADMINISTRATION COMMITTEE MEETING ON OCTOBER 1, 2019

Attachments: [SC Finance Minutes 10012019.pdf](#)

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-19:056](#) AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE QUARTER PERCENT (0.25%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS

Sponsors: Bobby Long

[ORD-19:059](#) AN ORDINANCE PROVIDING FOR THE LEVY OF A PERMANENT ONE QUARTER PERCENT (0.25%) SALES USE TAX AND THE LEVY OF A TEMPORARY QUARTER PERCENT (0.25%) SALES AN USE TAX EXPIRING DECEMBER 31, 2023 WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS

Sponsors: Bobby Long

RESOLUTIONS TO BE INTRODUCED

- RES-19:150** A RESOLUTION AUTHORIZING EXTENDING THE AGREEMENT WITH SC REALTY SERVICES, Inc., DBA SG360, FOR THE PURPOSE OF JANITORIAL SERVICES FOR THE MUNICIPAL BUILDING
Sponsors: Building Maintenance
Attachments: [SG360 Janitorial Services Agreement, 2016.pdf](#)
- RES-19:151** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), AND ACCEPT THE FY 2019 BULLETPROOF VEST PARTNERSHIP GRANT
Sponsors: Grants and Police Department
Attachments: [Bulletproof Vest Partnership Grant 2019.pdf](#)
- RES-19:152** A RESOLUTION TO AMEND THE 2019 OPERATING BUDGET FOR THE FY2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
Sponsors: Grants, Finance and Police Department
- RES-19:153** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2020 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUBGRANT AWARD.
Sponsors: Grants and Police Department
Attachments: [STEP FY20 Award Packet.pdf](#)
- RES-19:154** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS
Sponsors: Finance and Fire Department
- RES-19:155** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS
Sponsors: Finance and Police Department
- RES-19:156** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
Sponsors: Finance
- RES-19:157** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO APPLY FOR A ARKANSAS COMMUNITY ASSISTANCE GRANT
Sponsors: Grants
Attachments: [Application for AEDC Grant, Union St Park, Brief Narrative.pdf](#)

RES-19:158 A RESOLUTION AUTHORIZING A FACILITY USAGE AGREEMENT WITH CHRISTMAS ATTRACTIONS, LLC FOR JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Agreement, Christmas Attractions LLC.pdf](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-19:091 **Version:** 1 **Name:** Minutes for the Finance Committee Meeting on September 10, 2019
Type: Minutes **Status:** To Be Introduced
File created: 9/13/2019 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee Meeting on September 10, 2019
Sponsors:
Indexes:
Code sections:
Attachments: [Finance Meeting Minutes 09102019.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee Meeting on September 10, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, September 10, 2019

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 5 - Ann Williams; John Street; David McClain; LJ Bryant and Joe Hafner

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-19:081](#)

MINUTES FOR THE FINANCE & ADMINISTRATION MEETING ON AUGUST 13, 2019

Attachments: [Finance Minutes 08132019.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this matter be Passed . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and LJ Bryant

Absent: 1 - Charles Coleman

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-19:122](#)

A RESOLUTION AUTHORIZING THE ENTRY INTO A CONTRACT WITH RITTER COMMUNICATIONS FOR THE PURPOSE OF RENEWAL FOR THE CLOUD STORAGE FOR THE CITY OF JONESBORO

Attachments: [New COJ Opp-026309 RCOP Cloud Solutions Renewal 08 06 19 \(002\).pdf](#)
[City Of Jonesboro New MSA.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-19:124](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH COACH JOEY'S FASTPITCH ACADEMY FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

Attachments: [Agreement, Coach Joey Softball Sponsorship, 2019.docx](#)

Chairman Joe Hafner stated, he just wanted to clarify that that's not \$7,500 a year, it's \$1,500 per year for a period of five years.

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-19:125](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO REQUEST FOR RELEASE OF FUNDS AND TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE EXECUTION OF THE FY 2019 CDBG ACTION PLAN

Attachments: [Request for Release of Funds, Demolition, FY-19 CDBG.pdf](#)
 [Request for Release of Funds, Rehab, FY-19 CDBG.pdf](#)
 [Request for Release of Funds, Veterans Village Business Center, FY-19 CDBG.pdf](#)
 [HUD FY-19 Funding Approval Letter.pdf](#)

Councilmember McClain said, I have a couple of questions Mr. Chair and maybe Mayor, hopefully you can help me out. Mayor said, sure. Councilman McClain said, I was looking at part of the Veterans Village. How soon until we start on that process? Mayor Perrin said, on the Veterans Village, Lori just came up last week. We've got a time table and schedule. There is a couple of things we will have to change in that deal just by initialing the amendment in that contract. As soon as they get that done, I would say, in about two-weeks. We've already sent the legal work to Lenders Title and once that's okayed to disburse the funds, we will start closing on the houses. We've already gotten the bids to start demolition. I would anticipate that in three weeks, we would be able to close on all the houses. Lenders Title is working on that now and then we will go ahead and do the demo just as soon as we get it cleared out. Councilmember McClain, said, got you. Mayor Perrin said, we are on top of that.

Councilmember McClain, asked, you've already got the bids in place? Mayor Perrin said, yes, we've got bids on demolition and I think Code Enforcement Officer Director Michael Tyner was doing that if I'm not mistaken. Am I right Regina? We've got bids on that. We are going to take them all down at one time, or the same company has already looked at all of them. Now the trailer that is in there, it's better for us, and we had to verify this with Little Rock, he would like to have that trailer moved some place. So, him taking that trailer out is going to save us some money on our demolition and we didn't want to mess with it anyway. So, that really paid off. We are going to save a little money there. Regina and I will be in Little Rock Thursday to go through all of their processing, and sitting down with the Veterans Administration talking about pricing, what you charge people per month. It's transitional housing, so you've got to be careful on the income level in that stuff because everything has got to tie back to the grant as you know. We don't want to do anything that would void that grant. Councilmember McClain said, okay.

Chairman Hafner asked, anything else? Mayor Perrin asked, are you still on 19:125?

Chairman Hafner said, yes. Councilmember McClain said, I would like to ask another question. Mayor Perrin said, I would just like to make a comment. This is about \$20,000 below last year. This is a signal in my opinion from going to DC that the Federal Government is pushing a lot of this stuff to the State. It's going to be tight on some of the things we get. Because last year, that's just less money that we can do to do rehab on these houses for people who really need it and things so that is a reduction. I went back and looked over that last two or three years this \$604,000 and we were hitting \$620,000. So that's about a \$20,000 reduction from last year.

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and LJ Bryant

Absent: 1 - Charles Coleman

[RES-19:126](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2019 ANNUAL BUDGET FOR THE SANITATION RESIDENTIAL DEPARTMENT

Attachments: [revised for Jonesboro.pdf](#)
 [USBGLF Proposal City of Jonesboro AR 091019 MAC.pdf](#)

Chairman Hafner stated, that there have been some changes to resolution 19:126. Do I need to read the original one first, then offer to amend that or can I read the new one? City Clerk Donna Jackson said, I don't think it matters. Chairman Hafner said, okay if it doesn't matter, I'll explain what we did and then I'll just read the new one. So, basically what we did and we will get into more discussion about this when I read it, yesterday, they did another demonstration with a Mac truck with a Mac chassis instead of a Peterbilt chassis and one of the advantages of that is we have a Mac repair place here that can do the repairs here if we need repairs done. There is a little bit of a cost change between the two trucks. I'm going to go ahead and read the resolution and then we can have everybody comment on it.

Mayor Harold Perrin said, Mr. Chairman if I could, I'd like to call on Jamey he is our representative locally and he can introduce his guest. We do have both of the local Mac dealers in town where we don't have to take our trucks across the bridge to Memphis or Little Rock to get them fixed. We looked at the cost difference in just taking the down time on that and this would far exceed that. Chief of Staff Mike Downing and I met with our mechanics yesterday and just seeing the Mac truck and everything is out between the body and the truck. They can work on all the stuff they normally have to work on that's down time. Whereas, on the other model, you have to go inside the truck and tear all that stuff out. It takes hours to get down to the stuff you're actually trying to work on. The big thing is down time. The difference in the spread of the cost between the Mac and the Peterbilt truck was somewhere between \$17,000. I think over the two year period if I'm not mistaken. Break that down it's about \$8,000. These trucks are built for nothing but garbage trucks and that's what I learned yesterday out there. We've had to send out emails and notifications to our citizens letting them know why we are behind and it's because of this down time on repairs on the trucks. With this, we can just take the trucks down to Parker Road and say "fix it".

Chairman Hafner said, just real quickly before Jamey gets started, in the last year and a half to two years on the three trucks we are talking about, we have spent over \$100,000 there and it's not going to get better as these trucks get older. Mayor Perrin

said, based on the fed's lowering the rate and the lease that Bank of America gave us a great rate on this deal of 2.45%, we eventually want to build that whole department up and have it on leases, closed-in leases and I'm familiar with that, but, we could have all new fleet over a period of time. But, we can't just out there at one time. Getting these two on the ground and the knuckle boom is really going to help us right now.

Councilmember McClain said, Mr. Chairman said, I have a question right now and it doesn't matter who answers this question. Chairman Hafner said, do you want Jamey to explain the program first? Councilmember McClain said, that's fine. Chairman Hafner said, then we can follow up with some questions and Jamey may cover some of the stuff.

Chairman Hafner said, Mr. McCoy if you could, come and address the committee. I've known Jamey for a few years. Jamey McCoy introduced Michael McCormick with TriState Truck Center here in Jonesboro, Joey Parker with U.S. Bank, and Todd Gaurley with TriState Truck Center here in Jonesboro. Jamey McCoy said, so, Michael and Todd represent the chassis, which is the Mac chassis. I represent the Heil body on the back. We marry them together and provide you with a good truck. We've worked together a long time and it's a good team. So on the two year buy back, does anyone have any questions on that? Are you familiar with it?

Chairman Hafner said, just explain how the program works and the benefits you all provide with it just beyond a newer truck, modern train work and maybe helping with maintenance repair work.

Jamey McCoy said, so the way this program works for the City of Jonesboro is we sell you the trucks as we offered today. But, when we do we enter into a partnership with my company River City Hydraulics and TriState Truck Center and we come in and monitor those trucks every quarter to make sure they are being taken care of. Make sure that the oil has been changed, make sure they are being greased. We do that because we partner with you. At the end of the 24-months I've got to buy them back and I want them to be in tip-top shape when I buy them back. So, we really become a partner with you. You've got a second set of eyes with our company watching your trucks making sure they are being maintained.

Councilmember McClain asked, Mr. Chairman if I may, is it common for the city to use the buyback program? Mayor Perrin said, yes. Jamey said, yes sir. For now, around you Paragould, Blytheville, Manila, Marked Tree, Forrest City, Wynne and Osceola are doing it. Councilmember McClain said, okay. I was just curious. I didn't know if it was more cost effective to buy something then to have you maintain it. Jamey said, the reason this whole thing came about was because what cities were doing in smaller towns, were buying these trucks then they would budget for a certain amount every month and then they would loose and engine or a transmission then they would have a huge expense that they were not incurring. For budgeting purposes this program keeps your bill curve flat. Every month you know this is going to cost you this amount of money, and it's covered from bumper to bumper with warranty. Now where that comes in is with our quarterly review. We come in and make sure there is no leaks and stuff like that. We try to fix those repairs that are needed during that 34-month period while that truck is still under warranty.

Mayor Perrin said, his bet on that is just like the market that's why he does his maintenance. Because he's going to buy that truck back at x amount of dollars. Chairman Hafner asked, and we have the option, if we want to at the end of the 24 months to keep the trucks? Jamey said, you absolutely do. Chairman Hafner asked,

to pay off the note or assume the note? Mayor Perrin, said yes. Jamey said, the only thing I will be out if you do that is all the time I've invested in coming out every quarter for two years, maintain those trucks. Mayor Perrin said, we would hope to have the fleet all on leases, and again depending on the rates because things do change. But again, in most cases we would have all those trucks on lease just like the county does here. It's easy to budget if you know what it's going to be and at the end of the year I would hope that he would bring us two new trucks. Jamey said, I give you the trucks and we start all over again and that's really the way it will work.

Chairman Hafner said, and just for a little bit more information on what we've spent on repairs in the residential department. In 2017, it was almost \$194,000. In 2018, it was almost \$280,000. For this year, it's been a little under \$200,000. Councilmember McClain asked, that's just on maintenance? Chairman Hafner said, yes. Mayor Perrin said, Chairman Hafner has given you whole totals on the whole fleet, it's not on just those two trucks. Councilman McClain said, okay. Mayor Perrin said, some of these trucks are ten years old and some are eight years old. When I went back to look at some of the dates I didn't know they were that old. These trucks stop and start like this all the time. I don't know what you're going to say what the life expectancy is on these trucks are. I'm going to say two years, four years max in my opinion. You need to be rotating these things. Chairman Hafner said, a lot of it goes back to the maintenance. Mayor Perrin said, yes. Jamey McCoy said, you touched on it a few minutes ago, it's your down time. Mayor Perrin said, the down time will kill you. I've called over to the maintenance shop and said where's the truck at? Well, it's in the shop either down in Little Rock or over at Memphis for 30 days. Why isn't it back? That's my problem. We can go out there and check on that truck every day. Councilmember Street said, any more, our routes are a day behind and then if you have a holiday or something, it complicates it and gets more behind. Mayor Perrin said, exactly, we are a big city and we have to cover 82-square miles. Chairman Hafner said, probably just because the business I've been in a lot of my life, if you want to make people mad either mess their paycheck or don't pick their garbage up on time.

Councilmember McClain said, last question Mr. Chairman if I may? There is a balloon payment that will be due on month 25? Did you say we had the option to purchase or they come and buy it back? Chairman Hafner said, we have the option to purchase or they come and buy it back at the guaranteed amount. Jamey McCoy said, so basically, what we do if you decide to stay on the 24-month closed lease, what we do at month 24 is we would wire transfer the full amount to Mr. Joey Parker at U.S. Bank for that balloon amount. Then, we would deliver you more trucks and you would keep making payments. Councilmember McClain said, so basically what you're saying is we are just going to extend on month 25? Chairman Hafner said, but with new trucks. Mayor Perrin said, yes with new trucks. Councilmember McClain said, okay. Councilmember Street, said and with little to no maintenance cost. Remember when we were doing those with the dumps and we were doing the lease back Mayor? We didn't spend a penny and we never had a single down time. Mayor Perrin said, yes. I told him we had dealt with Bank of America before. Councilmember Street said, plus we actually made money on some of them. We used it all year long and never had a down day.

Mayor Perrin said, I really appreciate all these gentlemen coming each one of them represent a partnership that we are all in together. That is U.S. Bank and TriState Truck Center. We really want to do this. We are only going to be out 3-months on this resolution and that's the total you will be out on the lease is from the time we get them delivered. Jamey McCoy said, actually we could deliver the truck by the end of the week. Chairman Hafner said, let's make sure the council approves it first. Jamey

McCoy said, we could deliver the knuckle boom by the end of next week, within two weeks we could have the trucks in. Mayor Perrin said, yes. All I'm saying is they are in stock. Chairman Hafner said, Mayor is this the one you would like City Attorney Carol Duncan to review? Mayor Perrin said, yes. Ms. Duncan is not here today. If could make a motion to approve, subject to Ms. Duncan's review of the lease documentation, then it could be approved to move forward on to the City Council. Councilmember John Street motioned, seconded by Chairman Joe Hafner, to amend and recommend to forward to full council subject to the City Attorney's review. All voted aye.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

[RES-19:127](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY AND ACCEPT THE FY2018 FIRE PREVENTION AND SAFETY GRANT

Attachments: [EMW-2018-FP-00068 - Award Package.pdf](#)

Chairman Joe Hafner motioned, seconded by Councilmember John Street to suspend the rules and walk-on the Homeland Security grant. All voted aye.

Mayor Perrin said, just one comment, it's been a long time, or maybe the first time that we've ever gotten this grant. We've tried and tried, we are very pleased on this grant.

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote:

Aye: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 1 - Charles Coleman

Chairman Hafner said, any other comments or questions regarding other business? Mayor Perrin said, just one other comment. At the Highway Commission meeting last week, the City was awarded the TAP Grant of \$316,000. That will take care of the sidewalks from Redwolf to University Heights School, and the round-about brought the sidewalks up to the school. So, in reality you can walk all the way to Airport Road and if you live in that area you can almost walk to a ballgame. In talking with Ms. Tutor there is almost twice as many applicants for the TAP Grant then used to be. People are learning about these TAP Grants and they are a good thing to have no questions about that. We are going to find, and face the same thing with the Parks and Tourism Grants. We are waiting on two of those grants. One for \$150,000 for greenspace and the other one we are waiting on is a Federal Grant. All I say to you is the competition is

getting tuff. More people are applying, we have to do a good job in those Grant's or you're just not going to get them. Councilmember McClain said, say that one more time, the sidewalks will go all the way from Redwolf to University Heights? On which side of the road, north or south? Mayor Perrin said, The Chief Engineer, Craig Light is not here today. I think it's going to be on the north side. Councilmember McClain said, I remember us talking about a trail but you said sidewalks. Mayor Perrin said, I'm trying to think of the width of it. I can't remember if it's ten or 8. Danny Kapales, Parks Director said, the intension are to have bike and pedestrian lanes, but designs have not came in yet. It might end up being a sidewalk with a bike lane next to the road. Either way, it's going to be for bikers and pedestrians to use. It is going to get us to University Heights. Until we get in to see what properties we can use, it may have to go the south side of the road. Councilmember McClain said thank you. Mayor Perrin said, and I hope it's wide in the fact that we are doing the overpass on Airport Road and that's a State Highway. I would anticipate that somewhere down the line you are going to be looking at a request for a three lane road that will connect Highway 49.

7. Public Comments

8. Adjournment

A motion was made by Councilperson John Street, seconded by Councilperson David McClain, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and LJ Bryant

Absent: 1 - Charles Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-19:097	Version:	1	Name:	MINUTES FOR THE SPECIAL CALLED FINANCE & ADMINISTRATION COMMITTEE MEETING ON OCTOBER 1, 2019
Type:	Minutes	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	MINUTES FOR THE SPECIAL CALLED FINANCE & ADMINISTRATION COMMITTEE MEETING ON OCTOBER 1, 2019				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SC Finance Minutes 10012019.pdf				

Date	Ver.	Action By	Action	Result
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MINUTES FOR THE SPECIAL CALLED FINANCE & ADMINISTRATION COMMITTEE MEETING ON OCTOBER 1, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, October 1, 2019

3:00 PM

Municipal Center

SPECIAL CALLED MEETING

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Chairman Joe Hafner said, we have a quorum, but I will have to vote.

Present 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent 2 - Charles Coleman and LJ Bryant

3. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-19:128](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY AND ACCEPT THE FY2018 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT (SAFER)

Attachments: [SAFER Award FY18.pdf](#)

Chairman Joe Hafner said, this is one that I am going to ask to be walked on to the City Council tonight. Councilmember John Street motioned, seconded by Councilmember Ann Williams, that RES-19:128 be forwarded to the full council and walked on to tonight's agenda. All voted aye.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:129](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AGREEMENT WITH KHARIS GRANTS AND SERVICES, LLC UNDER THE MICROENTERPRISE BUSINESS ASSISTANCE (MBA) PROGRAM TO BE FUNDED THROUGH THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).

Attachments: [KHARIS Grants and Services, Agreement, Microenterprise program, FY-19 C](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:130](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING CITY PROJECT:
TRAFFIC SIGNAL UPGRADE AT THE INTERSECTION OF HIGHWAY 18 AND QUALITY WAY

Attachments: [Preliminary Cost Estimate - Highway 18 and Quality Way.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:131](#)

A RESOLUTION OF THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HUB HOMELESS RESOURCE CENTER, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM.

Attachments: [HUB Homeless Resource Center, Agreement, FY-19 CDBG+.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:132](#)

A RESOLUTION OF THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC. FOR THE CDBG PUBLIC SERVICES PROGRAM.

Attachments: [Hispanic Community Services Inc, Agreement, FY-19 CDBG+.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:133](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH DENVER'S REFRIGERATION FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

Attachments: [Agreement for sponsorship, Denvers Refridgeration, Southside.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:134](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AGREEMENT WITH TREASURES KIDS DAYCARE AS A MICROENTERPRISE BUSINESS ASSISTANCE (MBA) PROGRAM SUBRECIPIENT OF THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).

Attachments: [Treasures Kids Daycare, Agreement, Microenterprise program, FY-19, CDBG](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:135](#)

A RESOLUTION OF THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM.

Attachments: [West End Neighborhood Association, Agreement, FY-19 CDBG+.pdf](#)

Chairman Joe Hafner asked, do very many of the other neighborhood associations apply for the money or are they the only ones who usually apply? Community Development Director Regina Burkett said, some do and some don't. Councilmember John Street said, I think this is the third one that they have applied for and got, but they have done lighting and cameras and stuff. City Attorney Carol Duncan said, I think they do stuff to the park over there. Councilmember David McClain said, from what I understand is that it has to be for low-to-moderate income areas so I don't know if all of the neighborhood associations would fall into that category. Some of them would, but some of them won't.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams;John Street;David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

[RES-19:136](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE AND ACCEPT THE 2019 JUSTICE ASSISTANCE GRANT (JAG)

Attachments: [JAG FY19 Award Packet.pdf](#)

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant

4. Adjournment

A motion was made by Councilperson David McClain, seconded by Councilperson John Street, that this meeting be Adjourned . The motion PASSED with the following vote:

Aye: 4 - Ann Williams; John Street; David McClain and Joe Hafner

Absent: 2 - Charles Coleman and LJ Bryant



Legislation Details (With Text)

File #:	ORD-19:056	Version:	1	Name:	LEVY OF A ONE QUARTER PERCENT (0.25%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF
Type:	Ordinance	Status:			To Be Introduced
File created:	9/24/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE QUARTER PERCENT (0.25%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS				
Sponsors:	Bobby Long				
Indexes:	Taxes				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE PROVIDING FOR THE LEVY OF A ONE QUARTER PERCENT (0.25%) SALES AND USE TAX WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS WHEREAS, the City Council of the City of Jonesboro, Arkansas (the "City") has determined that the City is in need of an additional source of revenue to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, staffing, and maintenance of such capital improvements.

WHEREAS, Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation") provides for the levy of a City-wide sales and use tax or taxes at the rate of 0.125%, 0.25%, 0.50%, 0.75% or 1.00%, or any combination thereof; and

WHEREAS, the City is proposing to levy a new sales and use tax at the rate of one quarter percent (.25%), the net collections of which will be distributed to the City and used for the purposes described above, under the Authorizing Legislation; and

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Jonesboro, Arkansas, as follows:

Section 1. Under the authority of the Authorizing Legislation there is hereby levied one quarter percent (0.25%) tax on the gross receipts from the sale at retail within the City on all items which are subject to the Arkansas Gross Receipts Tax Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the imposition of an excise (or use) tax on the storage, use, distribution, or other consumption within the City of tangible personal property subject to the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.), at a rate of one quarter percent (0.25%) of the sale price of the property or, in the case of leases or rentals, of the lease or rental price (collectively, the “Sales and Use Tax”).

The Sales and Use Tax will be levied and net collections received after the State deducts its administrative charges of the State of Arkansas and required rebates (the “Net Collections”) shall be used to provide financial support for the following purposes:

All Net Collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City’s Police and Fire departments, and to provide funds for the operation, staffing, and maintenance of such capital improvements.

Section 2. The Sales and Use Tax shall be levied, and the Net Collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be used by the City as provided in Section 1 of this Ordinance.

Section 3. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall not take effect until an election is held on the question of levying the Sales and Use Tax, at which election a majority of the electors voting on the question shall have approved the levy of the Sales and Use Tax.



Legislation Details (With Text)

File #:	ORD-19:059	Version:	1	Name:	LEVY OF A PERMANENT ONE QUARTER PERCENT (0.25%) SALES USE TAX AND THE LEVY OF A TEMPORARY QUARTER PERCENT (0.25%) SALES AN USE TAX EXPIRING DECEMBER 31, 2023 WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALE
Type:	Ordinance	Status:			To Be Introduced
File created:	9/26/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE PROVIDING FOR THE LEVY OF A PERMANENT ONE QUARTER PERCENT (0.25%) SALES USE TAX AND THE LEVY OF A TEMPORARY QUARTER PERCENT (0.25%) SALES AN USE TAX EXPIRING DECEMBER 31, 2023 WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS				
Sponsors:	Bobby Long				
Indexes:	Election - general/special, Taxes				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE PROVIDING FOR THE LEVY OF A PERMANENT ONE QUARTER PERCENT (0.25%) SALES USE TAX AND THE LEVY OF A TEMPORARY QUARTER PERCENT (0.25%) SALES AN USE TAX EXPIRING DECEMBER 31, 2023 WITHIN THE CITY OF JONESBORO, ARKANSAS; TO PROVIDE THAT ALL NET COLLECTIONS DERIVED FROM THE SALES AND USE TAX SHALL BE USED TO FUND THE ACQUISITION, CONSTRUCTION, REPAIR, EQUIPPING, AND IMPROVING OF CAPITAL IMPROVEMENTS OF A PUBLIC NATURE FOR CITY'S POLICE AND FIRE DEPARTMENTS, AND FOR THE OPERATION AND MAINTENANCE AND STAFFING OF SUCH CAPITAL IMPROVEMENTS WHEREAS, the City Council of the City of Jonesboro, Arkansas (the "City") has determined that the City is in need of an additional source of revenue to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City's Police and Fire departments, and to provide funds for the operation, staffing, and maintenance of such capital improvements.

WHEREAS, Title 26, Chapter 75, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation") provides for the levy of a City-wide sales and use tax or taxes at the rate of 0.125%, 0.25%, 0.50%, 0.75% or 1.00%, or any combination thereof; and

WHEREAS, the City is proposing to levy a new permanent sales and use tax at the rate of one quarter percent (.25%) and a temporary sales and use tax at the rate of a quarter percent (0.25%) expiring December 31, 2023, the net collections of which will be distributed to the City and used for the purposes described above, under the

Authorizing Legislation; and

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Jonesboro, Arkansas, as follows:

Section 1. Under the authority of the Authorizing Legislation there is hereby levied a permanent one quarter percent (0.25%) tax and a temporary one quarter (.025%) expiring December 31, 2023 on the gross receipts from the sale at retail within the City on all items which are subject to the Arkansas Gross Receipts Tax Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the imposition of an excise (or use) tax on the storage, use, distribution, or other consumption within the City of tangible personal property subject to the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.), at a rate of one quarter percent (0.25%) of the sale price of the property or, in the case of leases or rentals, of the lease or rental price (collectively, the “Sales and Use Tax”) expiring December 31st, 2023 and a permanent one quarter percent (0.25%) of the sale price of the property or, in the case of leases or rentals, of the lease or rental price (collectively, the “Sales and Use Tax”).

The Sales and Use Tax will be levied and net collections received after the State deducts its administrative charges of the State of Arkansas and required rebates (the “Net Collections”) shall be used to provide financial support for the following purposes:

All Net Collections derived from the Sales and Use Tax shall be used to acquire, construct, repair, equip, and improve capital improvements of a public nature for the City’s Police and Fire departments, and to provide funds for the operation, staffing, and maintenance of such capital improvements.

Section 2. The Sales and Use Tax shall be levied, and the Net Collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be used by the City as provided in Section 1 of this Ordinance.

Section 3. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall not take effect until an election is held on the question of levying the Sales and Use Tax, at which election a majority of the electors voting on the question shall have approved the levy of the Sales and Use Tax.



Legislation Details (With Text)

File #:	RES-19:150	Version:	1	Name:	EXTENDING THE AGREEMENT WITH SC REALTY SERVICES, Inc., DBA SG360, FOR THE PURPOSE OF JANITORIAL SERVICES FOR THE MUNICIPAL BUILDING
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING EXTENDING THE AGREEMENT WITH SC REALTY SERVICES, Inc., DBA SG360, FOR THE PURPOSE OF JANITORIAL SERVICES FOR THE MUNICIPAL BUILDING				
Sponsors:	Building Maintenance				
Indexes:	Contract				
Code sections:					
Attachments:	SG360 Janitorial Services Agreement, 2016.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING EXTENDING THE AGREEMENT WITH SC REALTY SERVICES, Inc., DBA SG360, FOR THE PURPOSE OF JANITORIAL SERVICES FOR THE MUNICIPAL BUILDING WHEREAS, an agreement with SG360 and the City of Jonesboro, Arkansas, for janitorial services for the Municipal Building was executed on September 19, 2016; and,

WHEREAS, the agreement provided for an initial one year term of \$4,182 per month, with the option of three one-year extensions at a mutually agreed to price including all price increases; and,

WHEREAS, SG360 would extend the contract one additional year for a monthly increase of \$286.41 per month, which would result in a new monthly amount of \$4,468.41.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, THAT:

Section 1. That the City of Jonesboro approves the increase of \$286.41 per month in the janitorial services agreement for the Municipal Building with SC Realty Services, Inc., for a one year additional term ending September 16, 2020.

Section 2. The Mayor, Harold Perrin and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreements.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-16:116

Agenda Date:

Version: 1

Status: Passed

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SG360 JANITORIAL SERVICES

WHEREAS, the City of Jonesboro, Arkansas and SG360 Janitorial Services desire to enter into an agreement for SG360 to perform janitorial services at several City owned office buildings; and

WHEREAS, said agreement is attached hereto and the terms set out therein;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

1. The City of Jonesboro approves the Agreement with SG360 Janitorial Services to perform janitorial services for the City of Jonesboro. That the term of the Agreement shall be for a period of one year with the option to extend at the end of the initial term and the payment to SG360 Janitorial Services \$4,182.00 per month plus applicable taxes, if any. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED this 6th day of September, 2016.



JANITORIAL SERVICES

To accept this contract, please sign and return this document to SERVICE Group 360

email: ernesto@sg360inc.com

fax: 870-802-3592

mail: P.O. Box 1501

Jonesboro, AR 72403

Ernesto Saucedo | Bob Pastory

ernesto@sg360inc.com | bob@sg360inc.com



GENERAL TERMS & PROVISIONS

SERVICE Group 360

This General Provisions Agreement ("Agreement") is made affective this Sept 16 2016 by and between Service Group 360 International LLC ("Contractor") and City of Jonesboro ("Client")

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL DUTIES

- A. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges may be established.

2. CHEMICALS, SUPPLIES AND EQUIPMENT

- A. Contractor shall supply all supplies and equipment necessary to provide janitorial services as outlined in this Agreement. Consumables such as liners, toilet paper, paper towels, soap, and urinal blocks are included in the above listed price for services.
- B. Contractor shall stock enough paper goods, hand soap, and liners so as to not run out in between service times. Paper goods in common area restrooms shall be checked once per day as a minimum when day porter services are provided.
- C. Contractor shall provide any and all equipment necessary to perform janitorial services as outlined in this agreement. It is understood by both parties that Contractor may require a location on site to store any necessary equipment and that this location is to be designated by Client. Client understands that failure to provide secured and adequate storage for necessary equipment may result in some services, where said equipment is required, to not be performed correctly.

3. PERSONNEL / EEOC POLICY

- A. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- B. Any employee of contractor may be removed from the site work force upon written request of Client.



- C. Contractor may perform criminal background checks for employees who work for Contractor. It is not required that Contractor provide to Client copies of employee background check documents or results from said background checks. Contractor shall provide to Client a copy of employee background checks by way of written request from Client.

4. NON-SOLICITATION

- A. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent.

5. INSURANCE

- A. Contractor shall be fully insured with general liability and workers compensation policies. Upon the execution of a signed agreement between Contractor and Client, Client may request a copy of Contractor's proof of insurance in accordance to the requirements of Client.
- B. If Client requires additional insurance beyond what was requested in the bidding process then Contractor shall invoice to Client any and all additional costs associated with an increase in coverage.

6. CONTRACT COMPLIANCE

- A. Contractor management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign an off-site manager who will be responsible for day to day compliance of this Agreement. Contractor shall provide the contact information of this manager to Client.
- B. Client shall provide to Contractor a list of defined services that are to be performed at Client's facility. If Client does not have a defined list of services, Contractor shall provide a standard list of services. Contractor and Client should agree on the defined list of services, or Scope of Work (SOW), prior to a signed agreement. A copy of the agreed to SOW shall be included with this Agreement.

7. SAFETY

- A. Contractor shall train all employees on a regular basis to ensure said employees understand and comply with the safety procedures of Client. In addition to the safety requirements of Client, Contractor shall ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

8. STORAGE/OFFICE

- A. Client shall make every possible effort to provide Contractor with an area to safely store any and all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor billing without first obtaining an agreement in writing from Contractor.



9. PRICING ADJUSTMENT

- A. The pricing for this Agreement is as defined in the pricing section of the general provisions. However, It shall be understood that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. In the event of the need to increase the cost for services to Client by Contractor pursuant to this subsection, Contractor must first obtain written approval from Client. It is understood, that this increase does not constitute a need for a re-bid process for this agreement.
- B. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost of living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. In the event of a request of an increase by Contractor pursuant to this subsection, Client may approve said increase at its discretion. It is understood, that this increase does not constitute a need for a re-bid process for this agreement.
- C. In the event of an increase or decrease to Contractors price for services for any reason, Contractor and Client may amend this document with an addendum which shall list out any and all price adjustments and shall also include the purpose for any said price increase.
- D. Should Client request a change in services as a result of opening a new building or unit, or permanent closing of building or units and should such change result in a change of costs to contractor, the monthly price for services shall be adjusted by the projected change in costs to Contractor with an addendum to this contract.

10. EXTRALABOR

- A. It is understood, that from time to time, Client may have the need for labor services outside of the scope of work. Within the scope of janitorial services charges for any extra labor will be \$16.75 per hour.

11. INVOICING AND NON-PAYMENT

- A. Contractor will pre-bill Client for contracted services with payment expected at conclusion of service for the month that service is billed. Contractor may also bill on a twice per month schedule, with payment expected on the 1st and 15th of the month invoiced. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
- B. Any challenges to this provision shall be discussed and any and all alternative agreements should be documented and agreed to prior to the execution of any signed agreement between Contractor and Client.
- C. It is understood by both parties that Contractor requires prompt payment for services to operate effectively. As such, in the event of Client's failure to provide payment to Contractor for services rendered within sixty (60) days from the issuance of an invoice for services pursuant to this subsection, Contractor may terminate this agreement with immediate effect. It is understood, in the event of non-payment Contractor will employ any and all legal means of collecting owed monies for services provided.



12. HOLIDAY

- A. Contractor shall provide employee Holidays on the following days: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. There shall be no services rendered on these days nor shall any credits for these days be issued. If Client wishes services to be performed on these days it is understood that Client shall be charged an additional fee.

13. INCLEMENT WEATHER

- A. In the event of inclement weather such as snow or ice, Contractor shall make every effort possible to ensure services are performed. However, it is understood that occasions may arise where getting employees to work is not possible due to roads being considered unsafe. In these instances Contractor shall work with Client to determine an action plan and what will and will not be accomplished on these days.

14. LENGTH OF CONTRACT

- A. The initial term on this Agreement shall commence on Sept 1, 2015 and it shall continue in effect for a period of one (1) year. Thereafter, upon mutual agreement between Client and Contractor, this Agreement shall continue for 3 one-year extensions at the mutually agreed to price, including any and all price increases or reductions
- B. Termination for Unsatisfactory Performance
 - A. If, in the sole reasonable opinion of Client, Contractor is not performing services in accordance with this agreement and submitted proposal, Client shall give contractor sixty (60) days written notice of its intent to cancel the agreement if such deficiencies are not corrected within that time ("cure letter"). This cure letter shall specify which services and service areas are in default.
 - B. If Client determines that the listed service deficiencies have been corrected on or before the end of the sixty (60) days cure period this agreement shall continue in full force.
 - C. If the service deficiencies listed in the official notice or "cure letter" have not been corrected, Client may, by further written notice cancel this agreement with thirty (30) days' notice starting at the end of the cure period.
 - D. In the event that client does not take any action after the initial notice of deficiency, the service deficiencies shall be deemed corrected and this agreement shall continue in full force and effect.



15. NO CAUSE TERMINATION

- A. This agreement may be terminated by Client without cause by giving at least ninety (90) days' notice in writing on company letterhead and delivered by certified mail to Contractor. In the event of termination by Client pursuant to this subsection, Client may immediately relieve Contractor of all daily duties, provided that Client shall pay Contractor at the then applicable monthly billing rate to the termination date included in the original termination notice.
- B. Contractor may terminate this Agreement at Contractor discretion by providing at least forty-five (45) days written notice to Client. In the event of such a discretionary termination, Contractor shall not be entitled to any payments beyond the last date of service provided at Client's service location.

16. NOTICES

- A. Any notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Contractor:
SERVICE Group 360, Inc.
P.O. Box 1501
Jonesboro, AR 72403

If to Client:

17. FINAL AGREEMENT

- A. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. GOVERNING LAW

- A. This Agreement shall be construed and enforced in accordance with the laws of the state of Arkansas.

19. HEADINGS

- A. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. SEVERABILITY

- A. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.



21. ACCEPTANCE OF TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CONTRACTOR

SERVICE Group 360 International LLC.

Print Name: Ernesto Saucedo
Title: Branch Manager
Signature: [Handwritten Signature]
Date: 08-23-16

CLIENT

(Write/ legal name in line above)

Print Name: Harold Perrin
Title: Mayor
Signature: [Handwritten Signature]
Date: 9-18-16



Accounts payable contact information:

Please include the accounts payable information in the below fields. Send this information to erika@sg360inc.com or include with contract when sending back.

Name: _____

Phone number: _____

Preferred method to receive invoices: _____ mail: _____ | email: _____

Mailing address: _____

Email address: _____

Initials -_ ---/ _ _ _ _ _



22. PRICE FOR SERVICES

Client agrees to pay contractor:

Price for Services

Without Sales Tax

Annually _____	\$	50,184
Payable in monthly installments of:		
Monthly _____	\$	4,182

Price for Services

Including Sales Tax -8.5%

Annually _____	\$	54,449
Payable in monthly installments of:		
Monthly _____	\$	4,537.41

This price includes;

1. Supervision and admin costs
2. Labor to perform services
 - a. 5 days per week
3. Cleaning supplies and equipment
4. Stocking Consumables (consumables provided by Contractor: liners, paper towels, toilet paper, hand soap, and urinal blocks)

APPROVAL OF PRICING:

CLIENT

Print Name _____

Title _____

Signature _____

Date _____



Legislation Details (With Text)

File #:	RES-19:151	Version:	1	Name:	AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), AND ACCEPT THE FY 2019 BULLETPROOF VEST PARTNERSHIP GRANT
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), AND ACCEPT THE FY 2019 BULLETPROOF VEST PARTNERSHIP GRANT				
Sponsors:	Grants, Police Department				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Bulletproof Vest Partnership Grant 2019.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), AND ACCEPT THE FY 2019 BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS, the City of Jonesboro, Arkansas, was awarded the 2019 Bulletproof Vest Partnership Grant in the amount of \$14,520.73 with a local match requirement of \$14,520.73 for a total award of \$29,041.46.; and,

WHEREAS, the FY 2019 Bulletproof Vest Grant award may be used for National Institute of Justice (NIJ) compliant armored vests; and,

WHEREAS, this grant will purchase 40 NIJ compliant armored vests in FY2020.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro, Arkansas, will enter into an agreement with the Department of Justice, Bureau of Justice Assistance, to accept the 2019 Bulletproof Vest Grant for \$29,041.46 for 40 NIJ Compliant armored vests.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this application.

APPLICATION DETAILS

APPLICATION PROFILE

Participant	JONESBORO CITY
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Fiscal Year	2019
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Number of Agencies Applied	0
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Total Number of Officers for Application	165
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Number of Officers on Approved Applications	165
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APPLICATION PROFILE

Fiscal Year	2019
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Vest Replacement Cycle ⓘ	5
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Number of Officers	165
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Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged	0
---	-----------------------------	---

	Number of Officer Turnover	12
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APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-2A00S-XT02	42	\$735.00	\$30,870.00	\$2,588.46	\$33,458.46
Grand Totals	42		\$30,870.00	\$2,588.46	\$33,458.46

AWARD SUMMARY FOR FY2019 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$33,458.46	\$14,520.73	09/24/19	Approved by BVP
Grand Totals:	\$33,458.46	\$14,520.73		

RETURN



Legislation Details (With Text)

File #:	RES-19:152	Version:	1	Name:	AMEND THE 2019 OPERATING BUDGET FOR THE FY2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO AMEND THE 2019 OPERATING BUDGET FOR THE FY2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM				
Sponsors:	Grants, Finance, Police Department				
Indexes:	Budget amendment, Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO AMEND THE 2019 OPERATING BUDGET FOR THE FY2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, the City of Jonesboro, Arkansas was awarded the FY 2019 Justice Assistance Grant (JAG) Program award in the amount of \$31,139 with no local match requirement; and,

WHEREAS, the City of Jonesboro, Arkansas passed the 2019 Operating Budget in Resolution 18:186, which did not include a budgeted amount for the FY 2019 JAG Program and will need to be amended in order to reflect the awarded amount; and,

WHEREAS, the budgeted expenditure increases will consist of the following:

09-954-0217-00	Administrative Cost	\$ 439.00
09-954-0224-00	Supplies	\$ 5,328.36
09-954-0232-00	Fixed Assets	\$25,371.64

WHEREAS, the budgeted revenue increase will consist of the following:

09-954-0662-00	Federal Funding	\$31,139.00
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NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The 2019 Operating Budget is hereby amended to provide a change in the Federal Funds Budget for the 2019 Justice Assistance Grant (JAG) Program Award.



Legislation Details (With Text)

File #:	RES-19:153	Version:	1	Name:	AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2020 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUBGRANT AWARD
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2020 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUBGRANT AWARD.				
Sponsors:	Grants, Police Department				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	STEP FY20 Award Packet.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2020 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUBGRANT AWARD.

WHEREAS, the City of Jonesboro, Arkansas, was awarded the FY2020 STEP Grant in the amount of \$65,716 federal funds and \$5,000 state funds; and,

WHEREAS, the City of Jonesboro will match through in-kind services of \$45,000 in officers' salaries and fringe benefits, vehicle maintenance, and child passenger clinics that are appropriated in the 2019 Budget and will be appropriated in the 2020 budget; and,

WHEREAS, the City of Jonesboro will accept all accounting and reporting responsibilities for said grant; and,

WHEREAS, the City of Jonesboro will use said funds for overtime pay of officers for seat belt enforcement, DWI/DUI enforcement, and speed enforcement. In addition, the City will purchase three laser speed measurement devices as well as child safety seats; and,

WHEREAS, the grant performance period begins from October 1, 2019 through September 30, 2020.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas State Police to accept the 2020 STEP Sub-grant in the amount of \$115,716.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this contractual agreement.



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

FY 2020 HIGHWAY SAFETY SUBGRANT AGREEMENT



William J. Bryant
Director

RECIPIENT

Jonesboro PD

Telephone: (870) 336-7229

Fax: (870) 933-4626

TAX ID NO:

71 - 6013749

GOVERNMENTAL UNIT

PO Box 1845

Jonesboro Arkansas 72403

Craighead County

PROJECT NO: OP-2020-02-02-14
M5X-2020-06-06-14
SE-2020-01-01-14
DD-2020-02-02-14

FAIN NO: 69A3752000004020AR0
69A375200000405dARM

TYPE OF APPLICATION

Initial

Revision

X Continuation

DUNS NO: 73540288

PROJECT TITLE:

Selective Traffic Enforcement Program

OPERATIONAL AREA OF PROJECT

Jonesboro
Police Dept

INITIAL PROJECT STARTING DATE

03/05/1995

<u>COST CATEGORY</u>	<u>AMOUNT</u>			<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>		
Personal Services	\$62,716.00		\$32,000.00	From: 10/01/2019	From: 10/01/2019
Equipment	\$3,000.00		\$0.00	To: 09/30/2020	To: 09/30/2020
Maintenance & Operation			\$8,000.00	<u>FUNDING</u>	
Other Direct Costs		\$5,000.00	\$5,000.00		
Indirect Cost				<u>SOURCE</u>	<u>AMOUNT</u>
Administrative Costs				Federal	\$65,716.00
				State	\$5,000.00
				Local	\$45,000.00
Total	\$65,716.00	\$5,000.00	\$45,000.00	Total	\$115,716.00

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

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BUDGET REQUEST AND LOCAL MATCH.....	Appendix iii

Agreement Prepared By: Jon Waldrip

Title: Program Manager

Arkansas State Police Arkansas
Highway Safety Office 1 State
Police Plaza Drive Little Rock,
AR 72209
(501) 618-8000
(501) 618-8124 fax

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

BACKGROUND

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2012 - 2016), 525 people lose their lives each year on Arkansas roadways. In 2016, there were 545 total traffic fatalities compared to 570 the previous year. Over the same five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 135 per year. There were 117 alcohol-related fatalities in 2016.

An additional area of concern is occupant protection where in 2016 there were 194 unrestrained passenger vehicle occupant fatalities. In 2016, Arkansas' safety belt use rate was 75.1%, while the National use rate stood at 90%. Arkansas' safety belt use rate increased to 81% in 2017.

Also of concern are speed-related fatalities where in 2015, 90 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

PROBLEM STATEMENT

The county of Craighead County is a community of 75,000 residents. The county posted 43 traffic fatalities from 2013 through 2017 and of those 6 were alcohol-related and 1 were speed-related. A seat belt use rate of 84 was recorded in 2017.

The Jonesboro PD began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt and Speed mobilizations/campaigns.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

SCOPE OF WORK

PROJECT GOALS: The overall goal of this project is to decrease the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in the City of Jonesboro. The goal for each component of this project is as follows: Alcohol Component (Section 405)- Reduce the annual number of alcohol-related crashes from 39 and reduce alcohol-related fatalities from 6 as recorded in 2017. Seat Belt Component (Section 402)- Increase seat belt use from 82% as recorded in 2019. Speed Component (Section 402)- Reduce the annual number of speed-related crashes from 120 and reduce speed-related fatalities from 1 as recorded in 2017.

SUMMARY OF PROJECT OBJECTIVES: This project's primary objectives are to achieve as average of two (2) - three (3) vehicles stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws); two (2) - three (3) vehicle stops per hour per officer during speed enforcement; and one (1) DWI/DUI arrest per eight (8) – twelve (12) hours per officer during DWI/DUI enforcement. A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of project objectives.

REIMBURSEMENT LIMITS

 ASP/AHSO will reimburse the recipient an amount equal to ____% of all eligible cost.

 X ASP/AHSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

1. Maximum amount eligible for reimbursement:

Federal Funds: \$65,716.00

State Funds: \$5,000.00

2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:

(Date) 10/01/2019 to (Date) 09/30/2020

3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/AHSO policy. (See Subgrant Agreement/Contract Terms).

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

A. The recipient, Jonesboro PD in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.

2. Project Coordinator, or designee, will work with their designated AHSO Program Manager to ensure they understand State, Federal and Highway Safety Office policies and procedures.

3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.

4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection, distracted driving and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.

5. Seat belt enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws.

Speed enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize speed violations.

DWI/DUI enforcement will emphasize enforcement of DWI/DUI laws and start no earlier than 9:00 p.m. and end no later than 6:00 a.m. any day of the week. Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.

The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to help projects meet performance objectives as stated in Work Statement six (6).

Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed, DWI/DUI and Distracted Driving enforcement.

6. Performance objectives for the project and individual participating officers are as follows:
Seat Belt/Speed: two (2) to three (3) stops per hour; DWI/DUI: 1 DWI arrest per eight (8) to twelve (12) hours. Nothing in this agreement shall be interpreted as a requirement, formal or informal, that an officer issue a specific or predetermined number of citations in pursuance of the organization's obligations here under. The organization agrees to complete the above stated objectives in addition to completing the normal routine agency traffic enforcement activities.

7. Participate in two (2) Seat Belt, three (3) DWI/DUI, one (1) Speed and one (1) Distracted Driving mobilization(s) during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes. Mobilization dates are as follows but are subject to change.

- State Thanksgiving Seat Belt Mobilization - November 25 - Dec 1, 2019
- National Winter DWI Mobilization - December 11, 2019 - January 1, 2020*
- Distracted Driving Mobilization - April 6 - April 13, 2020
- National Memorial Day Seat Belt Mobilization - May 18 - May 30, 2020

ARKANSAS STATE POLICE
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- State July 4th Holiday DWI Mobilization - June 26 - July 5, 2020
- State Speed Mobilization - July 13 - July 19, 2020
- National Labor Day DWI Mobilization - August 21 - September 7, 2020*

*Conduct checkpoints and/or saturation patrols on at least four nights during the National DWI mobilizations.

Participation in all State, National and Regional Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations.

8. Conduct Public Information and Education (PI&E) activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization e.g., news conferences, news releases, interview, reporter ride-along and participating in a minimum of two (2) other community activities e.g., community events, health fairs, booths, civic/school/employer presentations during the year. Please click on www.trafficsafetymarketing.gov for materials to assist you in conducting these activities.

9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. No part-time personnel can be compensated through this agreement. Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.

10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2020. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.

11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort:

EQUIPMENT: 3 radar units at \$1,000 each to be used during overtime traffic enforcement. Priority use

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. ALL equipment purchases must be pre-approved in writing and must comply with the Buy America Act.

12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.

13. Ensure that all officers working this project are familiar with Arkansas Code Annotated (A. C. A.) 27-37-701 thru 27-37-707 (the mandatory seat belt law). A violation of the mandatory seat belt law is a "primary" offense for enforcement purposes.

14. Ensure that all officers working on this project are familiar with A.C.A. 27-34-101 thru 27-34-108 (the "Child Passenger Protection Act"). Children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this law is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.

15. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Persons arrested for violation of A.C.A. 5-65-103 and 5-65-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of A.C.A. 5-65-303 shall be determined to be DUI arrests.

16. Ensure that all officers working on this project are familiar with laws concerning Distracted Driving. Act 738 of 2019 amends A.C.A. 27-51-1501 thru 27-51-1506 and 27-51-1601 thru 27-51-1610 to comply with distracted driving requirements under Federal law. These laws prohibit the use of wireless communication devices for texting while driving; limit wireless communication device use by young drivers: prohibit wireless communication device use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using wireless communication devices (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and to improve the safety of highways and roads by prohibiting wireless communication device use in school zones and highway work zones.

17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.

18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15th of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased (i.e. child safety seats) along with proof of payment (i.e. copy of the check). The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

not be made until a satisfactory annual report is submitted.

19. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, and officers signed the Acknowledgement Form. Related AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 18, other supporting financial documentation such as payroll printouts and invoices, a copy correspondence relating to the agreement, and documentation of public information activities should also be included in this file. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. Copies of time sheets, original AHSO STEP daily worksheets, and citations for all officers paid through this agreement must be kept in this file. Time sheets must have officer's and supervisor's signatures with attached supporting documents. AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:

1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms.

An analysis of reimbursable costs is provided in the attached Subgrantee Invoice Form.

2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.

3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act, subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix i (Subgrant Agreement/Contract Terms) and Appendix ii (Certifications and Assurances), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient Jonesboro PD has appointed the following official representatives with legal authority to accept this subgrant agreement.

A. SUBGRANT DIRECTOR

1. Signature: _____
2. Name: _____
3. Title: _____
4. Date: _____

B. AUTHORIZING OFFICIAL

1. Signature: Harold Perron
2. Name: Harold Perron
3. Title: Mayor
4. Date: _____

Approval to proceed, effective 10/01/2019 to 09/30/2020 with committed Federal funds of \$65,716.00 and State funds of \$5,000.00, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date

Appendix i
ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND
SUBGRANT AGREEMENT/CONTRACT TERMS

I.	Glossary of Definitions
II.	Changes
III.	Disputes
IV.	Conditions for Termination Prior to Completion
V.	Excusable Delays
VI.	Non-Collusion
VII.	Cost Provisions
VIII.	Uniform Administrative Requirements
IX.	Method of Payment
X.	Terms and Conditions of Payment
XI.	Inspection/Monitoring
XII.	Property Management
XIII.	Record Retention
XIV.	Ownership of Data and Creative Material
XV.	Reports
XVI.	Equal Opportunity
XVII.	Subcontractual
XVIII.	Utilization of Small Business Concerns
XIX.	Order of Precedence
XX.	Subgrant's/Contractor's Liability
XXI.	Save Harmless
XXII.	Tax and Compensation Liability
XXIII.	Reimbursement of Eligible Expenditures
XXIV.	Application of Hatch Act
XXV.	Standards for Contractor Financial Management System
XXVI.	Procurement
XXVII.	Procurement Procedures - Breath Testing Equipment
XXVIII.	Minority Business Enterprise
XXIX.	Payroll Procedures
XXX.	Travel Procedures
XXXI.	Confidentiality Requirements

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

I. GLOSSARY OF DEFINITIONS

This glossary defines those terms whose meanings may be unclear in the subgrant agreement/contract in which they are used. These definitions are meant to apply only to the usage of these terms in this subgrant agreement/contract.

Activity - Elements of work that accumulate to accomplish contract objectives.

Activity Number - A number assigned by the HSO for internal management.

Actual - The attained state of resources expended and/or accomplishments.

Ark. Stat. Ann. - Arkansas Statutes Annotated.

ASP - Arkansas State Police.

Authorizing Official - The Contractor's or Subgrantee legally appointed person authorized to commit the organization to contract or subgrant agreement.

Budgeted - The estimated level of expenditure set up in the contract.

CFR - Code of Federal Regulation.

Contractor - The State agency, county, city, quasi-public organization, private individual, or corporation entering into a contract with the HSO.

Contract Director - The duly authorized representative of the Contractor charged with the responsibility of executing the contract.

Contract Period - The period of time in which all activities specified in the contract must be performed.

Coordinator/Administrator - The State official appointed by the Governor's Representative for Highway Safety to be responsible for the Highway Safety Program.

Cost Incurred - Costs are considered incurred on the date that goods/services are received and accepted.

DOT - Department of Transportation.

Cost Incurred - Costs are considered incurred on the date that goods/services are received and accepted.

Evaluation - A process that involves measuring the success or failure of an activity in achieving predetermined objectives; a judgment of value of worth.

FHWA - Federal Highway Administration, U.S. Department of Transportation.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

FY - Fiscal Year. Federal Fiscal Year starts October 1st and ends September 30 of each year. State Fiscal Year starts July 1st and ends June 30 of each year.

Funding Period - The period of time in which the Subgrantee/Contractor can incur costs eligible for reimbursement.

Governor's Highway Safety Representative - The State official who is responsible to and represents the Governor in the conduct of the Statewide Highway Safety Program (Director - Arkansas State Police).

Grantor Agency - Arkansas State Police.

Highway Safety Manager - A staff member authorized by the Highway Safety Office Administrator to oversee the day to day activities of the Highway Safety Program and serve as deputy to the Administrator.

HSO - Highway Safety Office.

HSP - Highway Safety Plan as required by NHTSA and DOT.

NHTSA - National Highway Traffic Safety Administration, U.S. Department of Transportation.

OMB - Office of Management and Budget.

Obligated - The proposed level of accomplishments that are budgeted and funded.

PM - Program Module.

PSP - Problem Solution Plan.

Political Subdivision - A generally recognized governmental unit below the State level having a defined geographic area of the State.

Program Manager - A staff member authorized by the Administrator to act as the liaison between the HSO and the Subgrantee/Contractor in all matters pertaining to a subgrant agreement/contract.

Project Period (Period of Performance) - The time during which the non-Federal entity may incur new obligations to carry out the work authorized under the award.

Standard Number - A number assigned to one of the 18 highway safety program areas as developed by NHTSA and promulgated by the Secretary, U.S. Department of Transportation.

State Agency - An administrative division of State Government.

Subgrantee - The State agency, county, city, quasi-public organization, private individual, or corporation entering into a subgrant agreement with the HSO.

Subgrant Director - The duly authorized representative of the Subgrantee charged with the responsibility of executing the subgrant agreement.

USC - United States Code.

YTD - Year to date.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

SUBGRANT AGREEMENT/CONTRACT TERMS

II. CHANGES/PROJECT REVISIONS

- A. Any change (project revision) to this subgrant agreement/contract document must be requested by written notice 30 days prior to the anticipated effective date of the proposed change if possible. Upon request, a Subgrant Agreement/Contract Change Order form will be furnished to the Subgrantee/Contractor, which must be submitted with the Authorizing Official's signature. Upon receipt of the Subgrant Agreement/Contract Change Order, the HSO will review and either approve or disapprove this change.
- B. Likewise, any change in this subgrant agreement/contract document initiated by the HSO will require notice to the Subgrantee/Contractor of the proposed change 30 days prior to the anticipated effective date of same if possible. The Subgrantee/Contractor will be given 10 working days to review and either concur or contend to the proposed change.
- C. Any disputes or disagreements arising from A or B above will be arbitrated as set forth in

III. DISPUTES

- A. Except as otherwise provided in this subgrant agreement/contract, any dispute concerning a question of fact arising under this subgrant agreement/contract which is not disposed of by agreement shall be decided by the Coordinator/Administrator, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee/Contractor. The decision of the Coordinator/Administrator shall be final and conclusive unless, within 30 days from the date of receipt of such copy if possible, the Subgrantee/Contractor mails or otherwise furnishes to the Coordinator/Administrator a written appeal addressed to the HSO. The decision of the HSO or its authorized representative for the determination of such appeals shall be final and conclusive unless it is determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Subgrantee/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Subgrantee/Contractor shall proceed diligently with the performance of the subgrant agreement/contract and in accordance with the HSO's decision.
- B. This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph A above, and nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of

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IV. CHANGES/PROJECT REVISIONS

If, through any cause other than acts of God or the public enemy, flood, or quarantine restrictions, the Subgrantee/Contractor should fail to fulfill in timely or proper manner the obligations of this agreement/contract, the HSO may terminate this agreement/contract by giving written notice to the Subgrantee/Contractor at least 7 days prior to the effective date of termination and by specifying the effective date of termination. All furnished or unfurnished documents, data, studies, surveys, reports, maps, drawings, models, and photographs prepared by the Subgrantee/Contractor shall, at the option of the HSO, become the property of the HSO and the Subgrantee/Contractor shall be entitled to receive only reasonable and equitable compensation for the satisfactory work completed, and only in proportion to the monetary consideration covenanted and agreed upon in the contract for the completed scope of the work.

At their convenience, the principals to this agreement may terminate this agreement by one giving to the other, or each giving to the other, written notice at least 30 days prior to the effective date of termination, and by specifying the effective date of termination.

Upon termination of this agreement/contract, whether for cause or at the convenience of one or both principals, the Subgrantee/Contractor shall be reimbursed for the portion of out-of-pocket expenses (not otherwise reimbursed prior thereto) incurred by the Subgrantee/Contractor during the project/contract period which are directly attributable to the incompleting portion of the services covered by this agreement. The Subgrantee/Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the

V. EXCUSABLE DELAYS

Except with respect to defaults of Subcontractors, the Subgrantee/Contractor shall not be in default by reason of any failure in performance of this agreement/contract in accordance with its terms (including any failure by the Subgrantee/Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failures arise out of causes beyond the control and without the fault or negligence of the Subgrantee/Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subgrantee/Contractor. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of cause beyond the control of the Subgrantee/Contractor and Subcontractor, and without the fault or negligence of either of them, the Subgrantee/Contractor shall not be deemed to be in default, unless (a) the supplies or services to be furnished by Subcontractor were obtainable from other sources, (b) the Coordinator shall have ordered the Subgrantee/Contractor in writing to procure such supplies or services from other sources, or (c) the Subgrantee/Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Coordinator shall ascertain the facts and extent of such failure, and if he/she shall determine that any failure to perform was occasioned by one or more of the said causes,

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VI. NON-COLLUSION

The Subgrantee/Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working for the Subgrantee/Contractor, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the HSO shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

VII. COST PROVISIONS

2 CFR Part 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB A-87), 2 CFR Part 220 - Cost Principles for Educational Institutions (OMB A-21), 2 CFR Part 230 - Cost Principles for Non-Profit Organizations (OMB A-122), 45 CFR Subtitle A - Appendix E to Part 74 - Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, and 48 CFR Part 31 - Cost Principles for For-Profit Organizations other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular, are hereby incorporated as part of this agreement and shall govern allowability of costs where appropriate. Note: The cost principles are now consolidated under the OMB Super Circular as 2 CFR Part

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

2 CFR Part 1201 and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which can be found at <http://www.ecfr.gov>.

IX. METHOD OF PAYMENT

Under the Standard Method of Payment, the Subgrantee/Contractor agrees to perform the work previously stated and to accept as payment reimbursement(s) for actual costs incurred, in accordance with the terms of the agreements/contract.

Other methods which may be used to pay Consultants are as follows; (1) lump sum, (2) cost per unit of work, (3) cost plus a fixed fee amount, or (4) specific rates of compensation. The specific rates of compensation method should be considered only if all other methods have been found to be inappropriate.

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Each of the acceptable Consultant methods of payment is discussed below:

- A. Lump Sum By this method, the Consultant undertakes to perform the services stated in the agreement for an agreed amount of compensation.

This method of payment is appropriate only if the extent, scope, complexity, character, and duration of the work to be required has been established to a degree that just compensation can be determined and evaluated by all parties at the time of negotiations.

When submitted for approval, each proposed agreement wherein payment is to be by a lump sum shall be accompanied by a copy of an estimate prepared by the Consultant showing a statement of his probable costs for the several elements of the work and his expected net fee.

The Consultant's statement is to include a supported breakdown of the costs, direct and indirect which the firm expects to incur. The Consultant's method of dividing the project into work units is to be such that the estimate can be intelligently reviewed.

To be considered for Federal-aid reimbursement, the lump sum amount proposed must be found by the Governor's Representative or appropriate State agency to be a just and equitable compensation, and must be supported by documentation as to the basis for such findings.

The agreement should contain provisions for the adjustment of the lump sum amount in the

- B. Cost Per Unit of Work By this method, the Consultant is paid on the basis of the unit of work performed. This method is appropriate when the related unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. A proposal utilizing this method payment is to be supported in the same manner as that specified for the lump sum method.
- C. Cost Plus a Fixed Fee By this method, the Consultant is reimbursed for his costs and receives in addition a predetermined amount as a fixed fee.

When at the time of negotiations with the Consultant, it is found not feasible to establish payment on the basis of the lump sum or cost per unit of work method, payment should be on the basis of reimbursement of the acceptable costs incurred by the Consultant plus a predetermined amount. This method of payment is appropriate when the extent, scope, complexity, character, or duration is indeterminable at the time of negotiations, or where the work is of a nature that the State agency does not have the experience or knowledge to permit

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- D. Specific Rates of Compensation By this method the Consultant is paid at an agreed and supported specific fixed hourly or daily rate for each class of employee directly engaged in the work. Such rates of pay include the Consultant's estimated costs and net fee. This method of payment should be considered only on those occasions where none of the three methods of payment described under method 1, 2., or 3. can be used. It should be considered only for relatively minor items of work of indeterminable extent over which control is maintained of the class of employee to be used and the extent of such use. The specific rates of compensation are to include, and the agreement or referenced supporting data shall specifically identify and set forth separately, the direct salary costs, salary additives, indirect costs, and the fixed fee. Other direct costs may be set forth as an element of the specific rate or may be included as independent cost items. The specific rates so determined are to be established by the Consultant and found by the Governor's Representative to be reasonable and proper.

Consultant agreements providing that payment is to be based or adjusted on a prescribed percentage of estimated or actual cost times a multiplier, will not be accepted for Federal-aid reimbursement.

When the method of payment for Consultant services is other than a lump sum, the agreement must specify an upper limit of compensation. There should be recognition, however, that the reasons underlying the selection of the method of payment preclude arriving at a realistic estimate of the total anticipated costs of the service. The basis for establishment of the amount specified as the upper limit should be documented and provisions should be made to permit adjustment in the upper limit when the Consultant is able to establish, to the satisfaction of the governmental agency and Governor's Representative, that there has been or is to be a significant change in the (1) scope, complexity, or character of the services to be performed, (2) conditions under which the work is required to be performed, or (3) duration

X. TERMS AND CONDITIONS OF PAYMENT

- A. Unless otherwise specified in the agreement/contract Work Statement, the Subgrantee/Contractor agrees to bill the ASP at monthly intervals only, using the forms and format specified. The maximum amount of the total subgrant agreement/contract is specified in the agreement/contract.
- B. The Subgrantee/Contractor agrees to submit the final bill no later than 30 days after the termination of the funding period.
- C. The Subgrantee/Contractor agrees to submit no bill for work performed or material delivered unless such bill is accompanied by a report which complies with the requirements of the Work Statement.

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XI. INSPECTION/MONITORING

The ASP, (including, as an adjunct thereto, agents of the Federal Government when Federal funds are involved) has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the HSO on the premises of the Subgrantee/Contractor or a Subcontractor, the Subgrantee/Contractor shall provide and shall require his Subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the HSO personnel in their duties. All inspections and evaluation shall be performed in such a manner as will not unduly delay the work.

XII. PROPERTY MANAGEMENT

See 2 CFR Part 1201 and 2 CFR Part 200

XIII. RECORD RETENTION

See 2 CFR Part 1201 and 2 CFR Part 200

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

The ownership of material, discoveries, inventions, and results developed, produced, or discovered by this agreement/contract is governed by the terms of 2 CFR Part 1201 and 2 CFR Part 200.

XV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

- A. Before publication or printing, the final draft of any report(s) required under the agreement/contract schedule shall be submitted to the HSO for review and concurrence. Review and approval by the National Highway Traffic Safety Administration will be coordinated by the ASP prior to returning comments or approvals to the Subgrantee/Contractor. All recorded information which is produced in the performance of this agreement shall be the sole property of the Arkansas State Police, Highway Safety Office, and reports or other such information are to be regarded as material in the public domain and shall not be copyrighted or restricted as to the distribution and reproduction. The Subgrantee/Contractor shall furnish the ASP with the quantity of copies of the report(s)
- B. Each report covered by Paragraph A must include the following statements on the cover page:
 - 1. This report was prepared for the HSO, in cooperation with DOT's NHTSA or DOT's FHWA.
 - 2. The conclusions and opinions expressed in this document are those of the author, and do not necessarily represent those of the State of Arkansas, ASP, DOT or any other agency of the State or Federal Government.

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XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

- A. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the Subgrantee/Contractor will immediately take any measures necessary to effectuate this
- B. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

XVII. SUBCONTRACTUAL

- A. The Subgrantee/Contractor shall give advance notice to the HSO of any proposed subcontract hereunder, and the Subgrantee/Contractor shall not, without prior written approval of the Administrator, enter into such subcontract. (See Paragraph B. below.)
- B. NHTSA or FHWA may require approval of any contract for professional services prior to issuance and initiation of work. This review may take up to 30 days and shall consider, in part, the following matters:
 - 1. NHTSA or FHWA may require approval of any contract for professional services prior to issuance and initiation of work. This review may take up to 30 days and shall consider, in part, the following matters:
 - 2. Manner of selection from those qualified to perform the service;
 - 3. Necessity for subcontracting;
 - 4. Review of the contract, to ensure that minimum terms of the prime contract have been incorporated into the subcontract;
 - 5. Pre-award audit has been performed for contracts in excess of \$25,000.00; and,
 - 6. The Subgrantee/Contractor's price breakdown includes costs (if any) for personal services, subcontracts, commodities, other direct costs, indirect costs, and profit.

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XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

- A. It is the policy of the United States Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- B. The Subgrantee/Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Subgrantee/Contractor finds to be consistent with the efficient performance of this agreement/contract.

XIX. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this agreement/contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Subgrant Agreement/Contract Document
- B. Work Statement
- C. Subgrant Agreement/Contract Terms

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

- A. The Subgrantee/Contractor shall be liable for any loss of, or injury to, any material developed or serviced under this agreement/contract which is caused by the Subgrantee/Contractor's failure to exercise such care in regard to said material as a reasonably careful owner of similar materials would exercise.
- B. Subgrantee/Contractor shall provide commercial insurance or equivalent method acceptable to the HSO office for replacement or repair of damaged or lost equipment.
Subgrantee/Contractor shall reimburse the HSO office for residual value of equipment sold or otherwise disposed of.

XXI. SAVE HARMLESS

It is expressly agreed and understood that the Subgrantee/Contractor is an independent Subgrantee/Contractor and not an agent, servant, or employee of the State, and the Subgrantee/Contractor shall save harmless the State and representatives thereof from all suits, actions, or claims of any kind brought on account of any person or property in consequence of any neglect in safeguarding the work, or on any act or omission by the Subgrantee/Contractor or its employees, or from any claims or amounts arising or recovered under Worker's Compensation Laws or any other law, by-law, ordinance, regulation, order, or decree. The Subgrantee/Contractor shall be responsible for all damage to property and personal injury of any kind resulting from any act, omission, neglect, or misconduct of any employee or agent of said Subgrantee/Contractor in the manner or method of performing the work for the period of the agreement/contract.

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XXII. TAX AND COMPENSATION LIABILITY

Nothing herein contained shall be construed as incurring for the State any liability for Worker's Compensation, F.I.C.A., Withholding Tax, Unemployment, or any other payment which would be required to be paid by the State if the State and the Subgrantee/Contractor were standing in an employer-employee relationship, and the Subgrantee/Contractor hereby agrees to assume and pay

XXIII. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

- A. It is mutually agreed and promised that upon written application by the Subgrantee/Contractor and approval by the State, the State shall obligate funds for reimbursement of eligible expenditures as set forth in the application.
- B. It is mutually agreed and promised that the Subgrantee/Contractor shall reimburse the State for any ineligible or unauthorized expenditures for which Federal and/or State funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is further agreed and promised that where reimbursement is made to the Subgrantee/Contractor in installments, the State shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by the Subgrantee/Contractor.

XXIV. APPLICATION OF HATCH ACT

The subgrantee/contractor will comply with the provisions of the Hatch Act which limit the political activities of employees.

XXV. STANDARDS FOR SUBGRANTEE/CONTRACTOR FINANCIAL MANAGEMENT SYSTEMS

This item prescribes standards for financial management systems of subgrant agreement/contract supported activities of state and local governments. Subgrantee/Contractor financial management systems shall provide for:

- A. Accurate, current, and complete disclosure of the financial results of each subgrant agreement/contract activity in accordance with the HSO reporting requirements;
- B. Records which identify adequately the source and application of funds for subgrant agreement/contract activities. These records shall contain information pertaining to grant awards and authorizations, obligations, commitments, assets, liabilities, outlays, and income;
- C. Effective control over and accountability for all funds, property, and other assets. Subgrantee/Contractor shall adequately safeguard all such assets, and shall assure that they are used solely for authorized purposes;

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- D. Comparison of actual with budgeted amounts for each agreement/contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the HSO;
- E. Procedures to minimize the time elapsing between the transfer of funds from the State Treasury and the disbursement by the Subgrantee/Contractor whenever funds are advanced by the HSO;
- F. Procedures for determining the allowability and allocability of costs in accordance with the provisions of 2 CFR Part 200;
- G. Accounting records which are supported by source documentation;
- H. Audits to be made by the Subgrantee/Contractor or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements. The Subgrantee/Contractor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once
- I. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

XXVI. PROCUREMENT

- A. State of Arkansas Procurement Law and Rules, will govern purchasing.

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B. A summary of the various requirements is as follows:

<u>PURCHASES</u>	<u>BIDDING REQUIREMENTS</u>	<u>PRE-PURCHASE DOCUMENTS REQUIRED</u>
(a) <u>Formal Bid</u> All purchases where cost is <u>over \$75,000</u> when grouped into	1. Develop Specifications for each item bid. 2. Invitation to bid mailed to all eligible prospective bidders. 3. Insertion in newspaper with general circulation not less than five (5) days nor more than thirty (30) days prior to 4. Open and tabulate bids at time and date indicated.	1. Copy Invitation to Bid. 2. Copy of Bidders List. 3. Certified copy of proof of publication. 4. Copy of Tabulation Bids. 5. <u>Copy of Purchase Order</u> or Contract Resulting from bid. 6. <u>Letter of Justification when other than low bid is to be purchased.</u>
(b) <u>Quotation Bid</u> All purchases where cost is <u>\$20,001 up to \$75,000</u> when grouped into biddable classes	1. Obtain at least three (3) bids. 2. Bids must be received at least one (1) day prior to date of purchase. 3. Bids must be recorded and signed by person receiving same.	1. Copy of Tabulation Bids. 2. Copy of Purchase Order. 3. <u>Letter of Justification when other than low bid is to be purchased.</u>
(c) <u>Open Market</u> All purchases where cost is <u>\$20,000 or less</u>	None - Agency Purchasing Official's best judgement.	1. Copy of Purchase Order.

C. Splitting of item or items with the intent to use a less restrictive requirement is not permitted.

D. Descriptions and specifications must be sufficiently restricted or specific so as to exclude cheap or inferior commodities which are not suitable or practicable for the purpose for which they are to be used, but at no time should they be so specific in detail as to restrict or eliminate competitive bidding of any items of comparable quality and coming within a reasonably close price range.

E. Arkansas preference does not apply.

Note: Also see Procurement Standards at 2 CFR Part 200

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XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

- A. These items are usually exempt from bidding requirements because of one or several of the following:
 - 1. Single source of supply items;
 - 2. Scientific and technical equipment and parts thereof required by an employee by reason of his profession or training; and
 - 3. Items requiring standardization and interchangeability of parts with existing equipment.
- B. The records required for reimbursement are as follows:
 - 1. Copy of Purchase Order giving description of item purchased:
 - 2. Statement, approved by the Project Director, explaining reason for purchasing on an exempt basis without any bids;
 - 3. Standard payment documentation, as follows:
 - a. Copy of vendor's invoice showing receiving approval by project personnel,
 - b. Copy of document showing payment for goods, and,
 - c. Paid receipt or endorsement on payment document; and,
 - 4. Statement for each item purchased showing the following:
 - a. Serial number,
 - b. Model number, and,
 - c. Property control number (if any).

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XXVIII. MINORITY BUSINESS ENTERPRISE

The recipient of this subgrant agreement/contract agrees to adopt by reference the Minority Business Enterprise Program that has been approved by DOT for the HSO, or to show evidence of approval of the recipient's own Minority Business Enterprise Program by a cognizant agency of the Federal government.

The recipient of this subgrant agreement/contract agrees to include the following statement in all subsequent contracts which are financed in whole or in part with Federal funds provided under the agreement with the recipient:

A. Required MBE Contract Clauses

1. Policy It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23, apply to this agreement.
2. MBE Obligation The recipient or its subcontractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national

XXIX. PAYROLL PROCEDURES

A. Personal Services compensation is allowable if:

1. For services rendered during the contract period,
2. Reasonable for services rendered,
3. Personnel appointed in accordance with state or local government rules,
4. Based on payrolls documented and approved in accordance with generally accepted business practices, and
5. Supported by time and attendance records signed by both employee and supervisor.

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- B. Employee Benefits are allowable if:
1. Provided pursuant to a leave system,
 2. Employer contribution or expense for:
 - a. Social Security
 - b. Employee Health Insurance
 - c. Unemployment Insurance
 - d. Worker's Compensation Insurance
 - e. Pension Plans
 3. The cost is equitably allocated to all activities.
- C. The records required are as follows:
1. Time sheets showing employee names, daily hours, activities, and signatures of employee and supervisor;
 2. Payroll record showing rate of pay, gross wages, itemized deductions, net pay, and signature of proper official; and,
 3. Benefit Plan(s) records showing rates and amount paid by the employer.

XXX. TRAVEL PROCEDURES

Travel costs are allowable for the following actual expenses incurred by project employees while traveling on official project business: transportation, lodging, meals and other related expenses. An itemized travel report, with receipts for all items **including meals**, is required, and should be signed by the traveler and the supervisor. Out-of-State travel must have **prior written approval** of the HSO. Current daily limits for meals and lodging are set out in State Travel Regulations promulgated by the Arkansas Department of Finance and Administration.

Regards State of Arkansas Employees:

Travel costs are limited to the State of Arkansas Travel maximums according to current State Travel Regulations. (Airfare is always limited to less-than-first-class airfare when less-than-first-class air accommodations are available). Reimbursement is for **actual expenses** up to the maximum allowed per federal per diem rates established by the General Services Administration (GSA). Guidance is provided on the GSA website at www.gsa.gov/portal/content/10518 for deducting meal amounts from reimbursement claims for meals furnished by the government or other sources. Detailed receipts are required for all expenses **including meals**.

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Regards Other Travelers:

Travel costs are limited to the lesser of local regulations, actual costs, or State travel maximums. Lodging may exceed State travel maximums only in instances where the maximum allowable lodging rate for that area is not available to the traveler (the traveler must make every effort to obtain the allowable State rate) or when the hotel rate where the conference or meeting is held exceeds the maximum allowable lodging rate for that area. Reimbursement is for **actual expenses** up to the maximum allowed per federal per diem rates established by the GSA. Guidance is provided on the GSA website at www.gsa.gov/portal/content/10518 for deducting meal amounts from reimbursement claims for meals furnished by the government or other sources. Detailed receipts are required for all expenses, **including meals**.

Note: All travelers will follow the cost broken out per meal on the Federal GSA per diem website. On the first and last day of travel, 75% per meal is allowed. The I/E amount will be applied to dinner to help cover the allowed 15% tip.

XXXI. CONFIDENTIALITY REQUIREMENTS

We have researched the question on confidentiality and have identified the following salient items which are relevant to our agreements/contracts:

- A. NHTSA Order 210-1, Chapter I, Section B, Subsection (7) (a) states that the Contractor or any employee of the such Contract shall be considered to be employees of the NHTSA for purposes of the requirements of the Privacy Act of 1974 (P.L. 93-579, 5 U.S.C.
- B. Section 3, Subsection (b) (1) of the July 1, 1975, Privacy Act Guidelines states that disclosures "To those officers and employees of the agency which maintains the records who have a need for the records in the performance of their duties;" is a permissible disclosure (Section 552a of U.S.C.5, P.L. 93-579).
- C. Section 408, Subsection (b) (1) (b) of the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records states that records may be released to qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner (P.L. 93-282, 2.1 U.S.C. 1175).

XXXII. PROFESSIONAL SERVICES CONTRACT

See 2 CFR 200

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XXXIII. INDIRECT COSTS

Indirect costs are those: Incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term “indirect costs,” as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefitted cost objectives on basis that will produce an equitable result in

See Section VII, Cost Provisions of these terms for applicable cost regulations.

Appendix ii
Certifications and Assurances

for Fiscal Year 2020 Highway Safety Grants

(23 U.S.C Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

[The Governor 's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

Recipient: Jonesboro PD

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION or ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to-
 - 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the State Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to -
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 4020))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 123 72 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFA TA)

The State will comply with FF AT A guidance, OMB Guidance on FF AT A Subward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 082720 I O.pdf](https://www.fsrs.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%20082720%20I%20O.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b.) Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c.) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d.) Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e.) Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f.) Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Mailers-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>),

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001.

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, if required by 2 CFR Part 200.501 (Formerly OMB Circular A-133), within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office (ASP-HSO) within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of 2 CFR Part 200.501 is available at www.ecfr.gov. The recipient has been made aware of audit requirements. **The recipient is required to inform the ASP-HSO if subject to these audit requirements.**

STEP**Organization: Jonesboro PD****STEP-2020-Jonesboro PD-00037****III. Budget Request**

Complete the budget categories request below detailing the projected number of officers , hours to be worked during these mobilizations, and average rate of pay and applicable fringe benefits. If any equipment is requested, list the type of equipment, cost, and justification for the equipment in the budget narrative.

Budget Categories	# Officers Est. to Work	Avg. # of Hours per Officer	OT Avg. Rate of Pay	Total Est. OT Pay	Fringe Benefit Rate	Total Fringe	Amount Requested	Approved Amount	Funding Source
Personal Services									
(DWI/DUI)	10	16	\$35.33	\$5,652.80		\$488.40	\$6,141.20	\$6,140.00	2020 405d Mid - M5X (\$0.00)
(Safety Belt)	25	42	\$35.33	\$37,096.50		\$3,205.14	\$40,301.64	\$40,302.00	2020 402 - OP (\$0.00)
(Speed)	18	18	\$35.33	\$11,446.92		\$989.01	\$12,435.93	\$12,436.00	2020 402 - SE (\$0.00)
(Texting/Cell)	10	10	\$35.33	\$3,533.00		\$305.25	\$3,838.25	\$3,838.00	2020 402 - DD (\$0.00)
Other Direct Costs					Cost Per Seat	Quantity			
Child Safety Seats					\$40.00	250	\$10,000.00	\$5,000.00	
Equipment (Describe below)					Cost Per Item	Quantity			
Three Handheld Speed Measuring Devices for speed enforcmenet					\$1,000.00	3	\$3,000.00	\$3,000.00	2020 402 - SE (\$0.00)
							\$0	\$0	
TOTAL							\$75,717.03	\$70,716.00	

FAIN Number(s):

69A3752000004020AR0

69A375200000405dARM

Note: This is a budget request only. The Subgrantee Invoice Form (SIF) issued by the AHSO represents the approved budget and

STEP**Organization: Jonesboro PD****STEP-2020-Jonesboro PD-00037****III. Budget Request**

only those costs included on the SIF are eligible for reimbursement.

Sub Grantee Budget Narrative:

For FY 2020, the City of Jonesboro Police Department has developed a STEP budget request after careful consideration of prior fiscal year STEP program cycle actuals, past and current interest from officers available to participate in STEP related priorities, and the overall STEP program goals and strategic focus for the upcoming year. To avoid exhausting funds before the end of the budget year, enforcement overtime hours and average pay are estimated based past actuals and feedback from officers who have specifically expressed a desire to participate in STEP enforcement program priorities. This fiscal year, the Department is in need of three speed measuring devices or radars.

If at all another direct cost that we have had in previous years would be out-of-state travel is considered as a major benefit for the STEP program coordinator to successful execute STEP priorities for the Department. This includes travel, accommodations, per diem, and all other conference-related cost for two events at \$2,500 each, or an FY 2020 total of \$5,000. Finally, while the Department understands that funding and programming for child safety restraints has reduced over the years because of the child safety restraint public awareness and outreach state-wide success, the Department has estimated a higher need for child safety restraint STEP assistance due to its role as the regional leader serving the unique population needs of North East Arkansas. Jonesboro is considered the economic hub of Northeast Arkansas and is recognized as the second largest metropolitan in Arkansas by the most recent US Census, but nearly one in three children in Northeast Arkansas lives in poverty. Almost 60% of all children in the region live in low-income households where their parents make less than 200% percent of the Federal Poverty Level, according to the 2017 Arkansas Advocates for Children Child Poverty Report. Consequently, the Department experiences a high demand for new child safety restraints, but also child safety restraints to replace products past their product life expectancy. The Department estimates it will need the full request of \$10,000 to fully satisfy the need demonstrated in Northeast Arkansas. However, the Department has requested this amount in an effort to continue to serve the region while respecting the changing funding priorities of the overall STEP program.

(attach additional sheets if needed)

(attach additional sheets if needed)

Budget Narrative AHSO Use Only

Good STEP. Utilizes most funds available to them in the program. Big supporter of CSS program.. Purchased 2 radar units in FY 2019. Recommend 1 radar unit @ \$1,000

(attach additional sheets if needed)

(attach additional sheets if needed)

Jonesboro PD
STEP-2020-Jonesboro PD-00037
IV. Local Match

Budget Categories	Amount	Approved Amount
Personal Services		
Officers Regular Salaries	\$32,000.00	\$32,000.00
Maintenance & Operation		
Vehicle Maintenance and Mileage	\$8,000.00	\$8,000.00
Equipment		
Other Direct Costs		
Child Passenger Clinic Services	\$5,000.00	\$5,000.00
Total	\$45,000.00	\$45,000.00



Legislation Details (With Text)

File #:	RES-19:154	Version:	1	Name:	LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/2/2019	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS				
Sponsors:	Finance, Fire Department				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and,

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and,

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and,

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #:	RES-19:155	Version:	1	Name:	LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS				
Sponsors:	Finance, Police Department				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404, to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and,

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and,

WHEREAS, the above law requires an annual levy be made by the City council, and certified to the county clerk; and,

WHEREAS, The City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods; and,

WHEREAS, the city has consolidated administration of its policemen's pension and relief fund with the Arkansas Local Police and Fire Retirement System.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #:	RES-19:156	Version:	1	Name:	LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX				
Sponsors:	Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and,

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property, the taxes are at the rate of 2 mills on the dollar, and on all personal property, excepting household goods, the rate is 2 mills on the dollar.



Legislation Details (With Text)

File #:	RES-19:157	Version:	1	Name:	APPLY FOR A ARKANSAS COMMUNITY ASSISTANCE GRANT
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	10/2/2019	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO APPLY FOR A ARKANSAS COMMUNITY ASSISTANCE GRANT				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Application for AEDC Grant, Union St Park, Brief Narrative.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO APPLY FOR A ARKANSAS COMMUNITY ASSISTANCE GRANT

WHEREAS, Jonesboro meets the eligibility requirements necessary to apply for a grant under the Arkansas Community Assistance Grant program; and,

WHEREAS, the City of Jonesboro, Arkansas, has presented plans to construct the Union Street Park for the downtown area that consists of green space, a concrete area for multiple activities, and a walking area; and,

WHEREAS, the City Council of the City of Jonesboro recognizes the need for the project, concurs its importance, and support the efforts to proceed with the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, THAT:

SECTION 1: The Mayor of the City of Jonesboro, Arkansas, is hereby authorized to submit an application to the Arkansas Economic Development Commission for the purpose of securing state grant funds in the amount of \$50,000 to execute the proposed project described herein and to administer the grant funds.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this application.

Arkansas Economic Development Commission
Arkansas Community Assistance Grant Program
FY2020

Narrative

The project would be to revitalize the Union/Monroe Street square to a community space for all the downtown visitors and residence. The area will have a large concrete area for multiple activities can take place such as farmers market, basketball, Winter Wonderland ice rink, concerts, outdoor exercise activities and much more. Then the area will have a large green space for picnics, other sport activities or an outdoor relaxation oasis.

This grant will help with phase 1 of the project to purchase fencing to run alongside Union Street to protect the kids when playing, concrete, site work, electrical for outdoor lighting, outlets, sod and landscape. Phase 2 will be the construction of a pavilion and playground area in the future when grant money is available. The total grant submission cost will be \$50,000 with no match and would have an 18-month completion date.





Legislation Details (With Text)

File #:	RES-19:158	Version:	1	Name:	FACILITY USAGE AGREEMENT WITH CHRISTMAS ATTRACTIONS, LLC FOR JOE MACK CAMPBELL PARK
Type:	Resolution	Status:			To Be Introduced
File created:	10/2/2019	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING A FACILITY USAGE AGREEMENT WITH CHRISTMAS ATTRACTIONS, LLC FOR JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement, Christmas Attractions LLC.pdf				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING A FACILITY USAGE AGREEMENT WITH CHRISTMAS ATTRACTIONS, LLC FOR JOE MACK CAMPBELL PARK

WHEREAS, Christmas Attractions, LLC intends to organize and conduct three (3) annual Christmas display events which are to be held from approximately the last week of November through the last week of December in years 2019, 2020, and 2021; and,

WHEREAS, Christmas Attractions, LLC has requested to conduct this event at Joe Mack Campbell Park, a facility owned by the City of Jonesboro, Arkansas; and,

WHEREAS, Christmas Attractions, LLC would pay a usage fee to the City of Jonesboro equal to ten percent (10%) of the admission fees, and comply with other provisions identified in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, THAT:

Section 1. That the City of Jonesboro approves the agreement for a period of three (3) years commencing on the Effective Date and ending January 31, 2022. The agreement shall be automatically renewed for additional three (3) year terms at the end of the initial term and each extension thereof, unless otherwise terminated pursuant to the terms of the agreement.

Section 2. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreements.

FACILITY USAGE AGREEMENT JOE MACK CAMPBELL PARK

This Facility Usage Agreement (“Agreement”) is made by and between CHRISTMAS ATTRACTIONS, LLC, an Arkansas limited liability company (“CA”), and the CITY OF JONESBORO (“CITY”), on this ____ day of _____, 20____ (the “Effective Date”).

WHEREAS, CA is a limited liability company organized under the laws of the State of Arkansas with its principal office located in Jonesboro, Arkansas; and

WHEREAS, the CITY is the owner of that certain public park known as “Joe Mack Campbell Park”, and hereafter referred to as the “Facilities”; and

WHEREAS, CA and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by CA for the purpose of organizing and conducting three (3) annual Christmas display events which are to be held from approximately the last week of November through the last week of December (subject to the discretion of CA) in years 2019, 2020, and 2021 at the Facilities, to be known as “Christmas at the Park” (hereinafter referred to individually as an “Event”, or collectively, as the “Events”), and the respective obligations of the parties regarding the use and maintenance of the Facilities.

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending January 31, 2022. This Agreement shall be automatically renewed for additional three (3) year terms at the end of the initial term and each extension thereof, unless otherwise terminated pursuant to the terms hereof.

II. Use of Facilities by CA

1) During the period beginning on the first day of the second week of November and ending on February 1st of each year during the Term of this Agreement, CA shall have the primary right to use the Facilities. This period shall be referred to as the “Primary Usage Period.”

2) CA understands and agrees that at times weather conditions may result in CITY denying the use of the Facilities during the Primary Usage Period. CA understands that the Park’s Director has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.

3) CITY shall at all times have the right to inspect the Facilities and all CA activities related to the use of the Facilities.

4) CITY shall issue key(s) to CA for use of the Facilities. The keys may not be reproduced or duplicated by CA. CA agrees to return the key(s) to the CITY within two weeks after the conclusion of the term of this Agreement. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks. CA will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

5) CA understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by CA to conduct the Events. CA will provide the equipment necessary to operate its own activities and the Events, and in doing so will keep equipment in the spaces designated by the CITY.

6) CA shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Pool and/or Parks Director prior to the beginning of the Primary Usage Period.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability, given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain all fences and gates.
 - b) Provide and maintain parking lots.
 - c) Provide secured storage for CA equipment.
 - d) Haul off trash that has been deposited in trash receptacles as needed and delitter the grounds as needed.
 - e) Maintain structural integrity of restrooms and storage buildings, and concrete areas, including repair or replacements of damaged roofs, doors, and windows.
 - f) Maintain all area lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of the Facilities, excluding the lighting provided by CA in its conduct of the Events.
 - g) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
- 2) Promote the Events in the CITY'S Facebook page. Take calls for information and refer interested parties to CA when necessary.
- 3) Arrange for the availability of utilities (i.e. electricity) with City Water & Light for the Facilities during the Primary Usage Period.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, CA may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by CA to CITY under Article IV. In no event shall CITY be obligated to CA for any monetary damages.

IV. Obligations of CA

CA shall:

- 1) Pay a usage fee to the CITY. The usage fee shall be used to offset the cost for the CITY's obligations for the calendar year. The usage fee shall be equal to Ten and 00/100 percent (10%) of the admission fees, which CA will collect based on the number of vehicles entering the Facilities during the Primary Usage Period in each year of the term of this

Agreement or any extension thereof, provided that, the number of vehicles upon which the usage fee is calculated will not exceed 5,000 vehicles during each year of the term of this Agreement. The initial usage fee shall be due March 1, 2020, with each subsequent usage fee due on or before March 1 of the following year.

- 2) Not make any permanent additions to the Facilities without written permission from the City. This includes, but is not limited to, signs, structures, concrete, and seating.
- 3) Schedule and meet with the Park's Director prior the commencement of each Event to discuss schedule and department guidelines.
- 4) Be responsible for any of its items stolen or damaged, during the Term of this Agreement.
- 5) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 6) Not engage in any business on the Facilities or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facilities based on conduct, which it determines in its discretion to be objectionable or contrary to CITY interests. CA hereby consents to the exercise of such authority by CITY over its members, officials and agents.
- 7) Agrees to be solely responsible for any and all damages related to and arising out of CA's use of the Facilities during the term of the Agreement when the Facilities are being used by CA. This includes, but is not limited to, any and all persons associated with CA who use the Facilities during the terms of the Agreement. CA agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Nothing contained herein shall be construed to defeat or diminish CA's right to seek recourse against those persons causing the damage.
- 8) Prior to the commencement of each Event during the Term of this Agreement, CA will provide to the CITY a list of current managers of CA with addresses, phone numbers and e-mail (if applicable). CA agrees to notify CITY of any changes in managers.
- 9) Agrees to pay for electrical services related to the temporary light installation.

V. Default of CA

If CA defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, CA fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If the CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CA, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CA may, at its option perform the

same for the account of CITY and any amount paid or expenses incurred by the CA in the performance thereof shall be deducted from the amounts required to be paid by CA to the CITY under Article IV.

b) Additionally, if the CITY defaults in performance of this Agreement, and after written notice from CA, the CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CA may terminate this Agreement.

VII. Escape Clause

Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter of termination this Agreement shall be good for one (1) full year before becoming null and void.

VIII. Assignability and Exclusivity

This Agreement is a privilege for the benefit of CA only and may not be assigned in whole or in part by CA to any other person or entity. Both parties understand that CA's use of the Facilities is nonexclusive, except during the Primary Usage Period.

IX. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue Jonesboro,
Jonesboro, AR 72401

CA:
Adam Sartin, Manager
CHRISTMAS ATTRACTIONS, LLC
P.O. Box 17285
AR 72403

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations where it is otherwise immune from liability.

- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CHRISTMAS ATTRACTIONS, LLC

By: _____
Name: Adam Sartin
Title: Manager

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor

ATTEST

Donna Jackson, City Clerk, CMC