



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, December 12, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-17:134 Minutes for Finance & Administration meeting on November 28, 2017

Attachments: [Finance Minutes 11282017.pdf](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

RES-17:188 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE AND ACCEPT THE 2017 COPS HIRING GRANT

Sponsors: Grants

Attachments: [ORI AR01601 - Award 2017UMWX0148 - Award package \(1\)](#)

RES-17:189 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2017 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - DOWNTOWN TO ASU CONNECTION

Sponsors: Grants, Parks & Recreation and Engineering

Attachments: [Award Letter](#)

[Downtown to ASU Connection Agreement](#)

[Certification for Downtown to ASU Connection](#)

[Designating Full-Time Employee in Responsible Charge](#)

RES-17:192 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY

Sponsors: Information Systems

Attachments: [City of Jonesboro_RHS_MSA_08152017_24 mo](#)
[COJ_Proposal_COJ10202017 with new ramp](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-17:134 **Version:** 1 **Name:** Minutes for Finance & Administration meeting on November 28, 2017
Type: Minutes **Status:** To Be Introduced
File created: 11/29/2017 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for Finance & Administration meeting on November 28, 2017
Sponsors:
Indexes:
Code sections:
Attachments: [Finance Minutes 11282017.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for Finance & Administration meeting on November 28, 2017



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, November 28, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Harold Perrin was in attendance.

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

Absent 2 - Charles Coleman and Joe Hafner

3. Approval of minutes

[MIN-17:131](#)

Minutes for the Finance & Administration Committee Meeting on November 14, 2017

Attachments: [Minutes 11142017.pdf](#)

A motion was made by Councilman John Street, seconded by Councilman LJ Bryant, that this matter be Passed . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and LJ Bryant

Absent: 2 - Charles Coleman and Joe Hafner

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-17:174](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE EXECUTION OF THE FY2017 CDBG ACTION PLAN

Attachments: [Funding Approval Agreement 2017](#)
[RES 17 115](#)

Grants Director Tiffny Calloway said nothing to add other than this is our formal agreement. We have finally been allocated our funding for this year. So, we are looking forward to making those grant allocations to those non-profits that we previously agreed upon at a previous council meeting so this is just a formality.

A motion was made by Councilman John Street, seconded by Councilwoman

Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and LJ Bryant

Absent: 2 - Charles Coleman and Joe Hafner

5. Pending Items

6. Other Business

[RES-17:184](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JONESBORO BASEBALL BOOSTERS FOR THE INSTALLATION OF NEW TURF AT JOE MACK CAMPBELL PARK

Attachments: [MX-2610N_20171127_134527.pdf](#)

Chairmember David McClain motioned, seconded by Councilmember Ann Williams, to suspend the rules and walk on RES-17:184. All voted aye.

Councilmember John Street asked how much that was going to cover. Parks and Recreation Director Wixson Huffstetler said the total bill is \$1.1 million. Councilmember Street said no I meant how many. Mr. Huffstetler said 10 fields, 10 of the 14 fields. So, the 10 fields we play tournament ball on and recreational ball. Mayor Harold Perrin said it will all be turf. Back to your cash flow deal, the total cost that he has estimates on or actually confirmed. Mr. Huffstetler said it is a little under \$1.1 million. Mayor Perrin said to off-set that is right here \$750,000 and then the other part A&P. Mr. Huffstetler said no that is A&P and baseball boosters' payment together. I just thought it was important we get this done before the budget passes so all the councilmembers know that there is reimbursement coming back. Chairmember David McClain said we talked yesterday and it's already in the budget, correct? Mayor Perrin said yes sir. He is just saying that when y'all look at it and see the capital improvements that of the \$1.1 that is there for Quality of Life and Parks and Rec, with this and A&P, we're only out the \$750,000 minus that, about \$500,000 or so. Mr. Huffstetler said less than that. Mayor Perrin said actually, less than that, and that's unbelievable to have that many fields turfed. Because I can tell you I looked last night at financials through October. We have November sales tax so we're up a little over \$1 million. 2.03 percent, or something, no, three percent through November better off than we were last year on sales tax, about \$1 million more. Looking at October's financials, reflection on this right here is we are down about \$70,000 in concession stand sales and I forgot how much on sponsorship and on the gates because if it rains, they go. That is not including A&P tax, which again A&P is about flat or below last year, and so is alcohol and beverage control, ABC taxes. It's below last year and maybe just a little bit above. I'm somewhat shocked. Always budget conservative because you never know what is going to happen. When the bank comes calling you want to be able to pay. Chairmember McClain said I want to take into account if the cost goes up, and if we get started and we're rolling and the man comes back and it's \$1.5 million will they increase their amount? Mr. Huffstetler said no, probably not, but it shouldn't go up. That's turnkey. That's what the company came, looked and that's what their proposal was. It's turnkey. It shouldn't be any more than that. Mayor Perrin said have you been dealing with Mohajir? Mr. Huffstetler said Terry Mohajir has helped me with this project. This is the same company that did ASU's field. They did Jonesboro High School's.

They just did Rhodes College baseball field. We are going to try to go look at it next week.

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

Aye: 3 - Ann Williams;John Street and LJ Bryant

Absent: 2 - Charles Coleman and Joe Hafner

7. Public Comments

8. Adjournment

A motion was made by Councilman John Street, seconded by Councilman LJ Bryant, that this meeting be Amended . The motion PASSED with the following vote.

Aye: 3 - Ann Williams;John Street and LJ Bryant

Absent: 2 - Charles Coleman and Joe Hafner



Legislation Details (With Text)

File #:	RES-17:188	Version:	1	Name:	AGREEMENT WITH THE DEPARTMENT OF JUSTICE AND ACCEPT THE 2017 COPS HIRING GRANT
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	12/1/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE AND ACCEPT THE 2017 COPS HIRING GRANT				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	ORI AR01601 - Award 2017UMWX0148 - Award package (1)				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE AND ACCEPT THE 2017 COPS HIRING GRANT

Whereas, the City of Jonesboro was awarded the COPS Hiring 2017 Grant in the amount of \$249,604 with a local match requirement of \$83,201 for a total award of \$332,805; and

Whereas, the FY 2017 COPS Hiring Program award provides funding to law enforcement agencies to hire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts; and

Whereas, this grant will fund 2 officer positions salaries and benefits for a 3 year period.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Department of Justice to accept the 2017 COPS Hiring Grant for \$332,805 for 2 officers for a 3 year period; and

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.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

November 1, 2017

Chief of Police Rick Elliott
Mayor Harold Perrin

Jonesboro Police Department
1001 South Caraway Road
P.O. Box 1845
Jonesboro, AR 72403
ORI AR01601

Re: COPS Hiring Program award number 2017UMWX0148

Dear Chief of Police Elliott and Mayor Perrin:

Congratulations on your agency's award for 2 officer position(s) and \$249,604.00 in federal funds over a three-year award period under the 2017 COPS Hiring Program (CHP). The local cash match required for this award will be \$83,201.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 90 days from the date of this letter.**

The official start date of your award is 11/01/2017. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review



process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2017 COPS CHP recipients can be found on the CHP Program page at <https://www.cops.usdoj.gov/default.asp?Item=2367>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2017 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

The FBI is retiring the current Summary Reporting System (SRS) and will transition to an all-National Incident-Based Reporting System (NIBRS) data collection system within the next 5 years. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Beginning in 2021, the FBI will no longer collect summary crime data and will only accept data in the NIBRS format. Consequently, COPS Office awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. The COPS Office encourages its award recipients to submit NIBRS data to the FBI Criminal Justice Information Services Division in a timely manner, thereby ensuring sufficient and complete crime and arrest data is available for consideration.

Once again, congratulations on your 2017 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

A handwritten signature in black ink, appearing to read 'Russell Washington', enclosed within a hand-drawn oval.

Russell Washington,
Acting Director

Date: 11/13/2017

Additional Award Notification





Award Document

COPS Hiring Program (CHP)

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2017UMWX0148
ORI Number: AR01601 OJP Vendor Number: 716013749 DUNS Number: 073540288
Applicant Organization's Legal Name: Jonesboro Police Department**

**Law Enforcement Executive / Agency Executive: Chief of Police Rick Elliott
Government Executive / Financial Official: Mayor Harold Perrin**

Award Start Date: 11/01/2017 Award End Date: 10/31/2020 Award Amount: \$249,604.00

Full-Time Officers Funded: 2

New Hires: 2 Rehires - Previously Laid Off: 0 Rehires - Scheduled for Lay-Off: 0

The FY 2017 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2017 COPS Hiring Program Award Terms and Conditions, the approved budget in the FCM and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Russell Washington
Acting Director

Date: 11/13/2017

Rick Elliott
Signature of the Program Official with the Authority to Accept this Grant Award

11/21/2017
Date

Harold Perrin
Signature of the Financial Official with the Authority to Accept this Grant Award

11/22/2017
Date

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



U.S. Department of Justice
Office of Community Oriented Policing Services
2017 COPS Hiring Program
Award Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual. The recipient agrees to comply with the terms and conditions in the applicable COPS Office Program Award Owner's Manual; COPS Office statute (42 U.S.C. §3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications. The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs. The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has

drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. Supplementing, Not Supplanting. State, local, and tribal government recipients must use CHP funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (officer hiring) during the award period. In other words, recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award (42 U.S.C. § 3796dd-3(a)).

5. Extensions. Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. Modifications. During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Evaluations. The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators.

8. Reports/Performance Goals. To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding.

9. Award Monitoring Activities. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree

to cooperate with and respond to any requests for information pertaining to your award.

10. Federal Civil Rights. As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subrecipient, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, or disability unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279, as amended by Executive Order 13559, and the implementing regulations at 28 C.F.R. Part 38, Partnerships With Faith-Based and Other Neighborhood Organizations, which requires equal treatment of religious organizations in the funding process and prohibits religious discrimination against beneficiaries.

11. Equal Employment Opportunity Plan (EEO). All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. False Statements. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding. The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements. The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

15. System for Award Management (SAM) and Universal Identifier Requirements. The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award

term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

16. Reporting Subawards and Executive Compensation. The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or

after October 1, 2010:

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified*.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension. The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

18. Employment Eligibility. The recipient agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

19. Whistleblower Protection. The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure. Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest. Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision. All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements. No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24. Recipient Integrity and Performance Matters. The Office of Management and Budget requires federal awarding agencies to include the following standard award term in all awards over \$500,000 made on or after January 1, 2016:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management

(SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1. of this award

term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Compliance with 8 U.S.C. 1373. Authority to obligate or expend contingent on compliance with 8 U.S.C. 1373.

NOTE: This grant condition applies only to State or local government entities or to non-State or local government entities that make subawards with these funds to a State or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information on citizenship or immigration status as described in 8 U.S.C. 1373(a) or (b), including any prohibitions or restrictions imposed or established by a State or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information on citizenship or immigration status as described in 8 U.S.C. 1373(a) or (b), including any prohibitions or restrictions imposed by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction/For purposes of this condition, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a). Pursuant to 8 U.S.C. 1551 note, references to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

26. Contracts and/or MOUs with other Jurisdictions. Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

27. Retention. At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

28. Community Policing. Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

29. Local Match. Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period,

with the federal share decreasing accordingly.

30. School Resource Officer (SRO) Training Requirement. COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) basic training course no later than nine months after the date shown on the award congratulatory letter. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO basic training course. The new SRO must complete the training no later than nine months after being placed in the school.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Financial Clearance Memorandum

COPS Hiring Program (CHP)

Chief of Police Rick Elliott
Mayor Harold Perrin

Jonesboro Police Department
1001 South Caraway Road
P.O. Box 1845
Jonesboro, AR 72403
ORI AR01601

Re: COPS Hiring Program award number 2017UMWX0148

Dear Chief of Police Elliott and Mayor Perrin:

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 2

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$34,500.00	\$36,200.00	\$37,050.00
Benefits	\$17,786.25	\$19,636.90	\$21,229.23
Social Security	\$0.00	\$0.00	\$0.00
Medicare	\$500.25	\$524.90	\$537.23
Health insurance	\$8,703.00	\$9,747.00	\$10,722.00
Life insurance	\$28.00	\$28.00	\$28.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00

Retirement	\$7,935.00	\$8,688.00	\$9,263.00
Worker's compensation	\$281.00	\$303.00	\$326.00
Unemployment insurance	\$0.00	\$0.00	\$0.00
Other costs: Dental Insurance	\$339.00	\$346.00	\$353.00

Approved total project costs

	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$166,402.38	\$332,805.00
Federal share	\$124,802.00	\$249,604.00
Applicant share	\$41,600.50	\$83,201.00

Local match waiver not granted.

Notes:

N/A





Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2017 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2017 CHP award, recipients using CHP funding to hire and/or deploy School Resource



Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.





Legislation Details (With Text)

File #:	RES-17:189	Version:	1	Name:	AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2017 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - DOWNTOWN TO ASU CONNECTION
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	12/1/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2017 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - DOWNTOWN TO ASU CONNECTION				
Sponsors:	Grants, Parks & Recreation, Engineering				
Indexes:					
Code sections:					
Attachments:	Award Letter Downtown to ASU Connection Agreement Certification for Downtown to ASU Connection Designating Full-Time Employee in Responsible Charge				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2017 TRANSPORTATION ALTERNATIVE PROGRAM (TAP) - DOWNTOWN TO ASU CONNECTION

WHEREAS, the City of Jonesboro was awarded the FY 2017 Transportation Alternative Program Grant in the amount of \$498,750 of which \$399,00 are Federal-aid funds (80%); and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with \$99,750 in local funds; and

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

WHEREAS, the City of Jonesboro will use said funds for the construction of the Downtown to ASU Bike/Pedestrian trail as part of the Greenway Trailway, a master trail system that will provide pedestrian and bicycle accessibility to the recreational complexes throughout the City.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas Department of Transportation to accept the 2017 TAP - Downtown to ASU Connection Grant in the amount of \$498,750; and

SECTION 2: The Mayor, City Clerk, and the City Attorney are hereby authorized by the City Council for the

City of Jonesboro to execute all documents necessary to effectuate this contractual agreement.

ARKANSAS STATE HIGHWAY COMMISSION

DICK TRAMMEL
CHAIRMAN
ROGERS



DALTON A. FARMER, JR.
JONESBORO

THOMAS B. SCHUECK
VICE CHAIRMAN
LITTLE ROCK

PHILIP TALDO
SPRINGDALE

ROBERT S. MOORE, JR.
ARKANSAS CITY

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

SCOTT E. BENNETT, P.E.
DIRECTOR

November 7, 2017

The Honorable Harold Perrin
Mayor of Jonesboro
Post Office Box 1845
Jonesboro, AR 72403

Dear Mayor Perrin:

Reference is made to your application for Transportation Alternatives Program (TAP) funding for the Downtown to A-State Connection project. We are pleased to inform you that this project has been selected to receive \$399,000 in Federal funding for construction.

A program kick-off meeting will be held at 11:00 a.m. on Wednesday, November 29, 2017, at the Arkansas Department of Transportation's Central Office, located at 10324 Interstate 30, Little Rock, Arkansas, 72209 (Exit 130 off of Interstate 30). The meeting will be held in the auditorium of the 10-story building. It is required that the person in charge of the project attend this meeting.

If you have any questions, please contact the Program Management Division at (501) 569-2481.

Sincerely,

A handwritten signature in black ink that reads "Scott E. Bennett". The signature is written in a cursive style.

Scott E. Bennett, P.E.
Director

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Program Management
Construction
Environmental
Transportation Planning and Policy
Ms. Tiffny Calloway, City of Jonesboro

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF JONESBORO

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 100971, Jonesboro Downtown to ASU Connection (TAP-17) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, funding in the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved TAP projects; and

WHEREAS, the **City of Jonesboro** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$399,000** maximum Federal-aid approved for the Project:

	<u>Maximum</u> <u>Federal %</u>	<u>Minimum</u> <u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100
Department Administrative Cost (1% of Const. Amt.)	0	100

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment B). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction or modification to the scope of their project will submit the Revision of Project Scope and Budget (Attachment C) with the signed Agreement of Understanding.
3. Submit plans at 30%, 60%, and 90% completion stages for Department review.
4. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
5. Be responsible for any necessary coordination with effected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.
6. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.
7. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social

impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.

8. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D for items to be included in the bid proposal).
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
11. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Attachment E1). If property has been acquired for the Project, use Attachment E2 for certification of the right-of-way.
12. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
13. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
14. Advertise for bids in accordance with federal procedures as shown in Attachment G. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
15. Forward a copy of all addenda to the Project during the advertisement to the Department.
16. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
17. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
18. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
19. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.

20. Perform construction inspection in accordance with Attachment I.
21. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment J). Requests for reimbursement must be made at least once every three (3) months that construction projects are active in order to avoid being put on the FHWA inactive project list.
22. Attach Report of Daily Work Performed (Attachment K) for all days that correspond with each CCRR submittal.
23. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
24. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
25. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
26. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
27. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as

the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

28. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
29. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Retention and access requirements for records (Attachment M).
30. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
31. Be responsible for its portion of the total project cost and 1% of the contract amount for Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP award plus the required non-federal match.
32. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
33. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
34. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.
35. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
36. Repay all federal funds if this is determined necessary for any reason.
37. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.

38. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
39. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
40. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
41. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCR form (Attachment J). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Attachment L).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, _____.

ARKANSAS DEPARTMENT OF
TRANSPORTATION

CITY OF JONESBORO

Scott E. Bennett, P.E.
Director

Harold Perrin
Mayor

Carol Duncan
Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his 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 Federal 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 Federal 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 awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients 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.

City of Jonesboro

Sponsor:

Signature:

Name:

(Sponsor's CEO)



**CITY OF
JONESBORO**

December 1, 2017

Mr. Jared D. Wiley
Division Engineer – Program Management
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #100971***
Jonesboro Downtown to ASU Connection
Craighead County

Dear Mr. Wiley:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Wixson Huffstetler. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at 870-933-4604 or by email at whuffstetler@jonseboro.org.

Sincerely,

Harold Perrin
Mayor

Cc: Wixson Huffstetler, Director of Parks and Recreation
Craig Light P.E., City Engineer
Tiffany Calloway, Director of Community Development



Legislation Details (With Text)

File #:	RES-17:192	Version:	1	Name:	CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	12/7/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY				
Sponsors:	Information Systems				
Indexes:					
Code sections:					
Attachments:	City of Jonesboro RHS MSA 08152017 24 mo COJ Proposal COJ10202017 with new ramp				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER WITH RITTER COMMUNICATIONS, INC. TO INCREASE STORAGE CAPACITY

WHEREAS, the City of Jonesboro, Arkansas and Ritter Communications, Inc. currently have an agreement for cloud services; and

WHEREAS, the City of Jonesboro has added various products which put a high demand on our storage capacity and there is a need to increase our storage capacity to meet said demand; and

WHEREAS, the increase in storage capacity would bring the monthly service total to \$3,560, and the increased cost will be reflected in the 2018 budget; and

WHEREAS, the Agreement needs to be amended and the Change Order is attached hereto; and

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

1. The City of Jonesboro approves the Change Order with Ritter Communications, Inc. to provide increased storage capacity to the City. That the Change Order is attached hereto and the terms are set out therein.
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.



Ritter Communications Hosted Solutions Master Services Agreement

Purpose:

This Master Service Agreement (“Agreement”) is made effective as of the last date signed below and entered into by and between Ritter Communications Holdings, Inc., an Arkansas company with primary residence at 2400 Ritter Dr., Jonesboro, AR 72401 ("Ritter" or "Company") and City of Jonesboro , a(n) Arkansas company with primary residence at 300 S Churhc St. Jonesboro Ar 72401 (“Customer”).

Ritter shall provide the Products and Services, noted below, specified in the Sales Quote, or any addenda under the Terms and Conditions of this Agreement (“terms”). This Agreement consists of this Master Services Agreement, signature page, General Terms and Conditions, a Service Quote Attachment or RFP Response, Service Diagrams (where applicable), Service Level Agreements (where applicable) and our Acceptable Use Policy (applies to all Internet-connected services), and any other relevant addenda.

Article I – Products and Services

Products and Services (check each which applies):

Each of products and/or services listed below applies under this agreement at the time of origination. Additional products and services may be attached to this Master Services Agreement as Attachments to this Agreement.

Fiber Internet Services (Speeds in Mbps):

- | | |
|--|---|
| <input type="checkbox"/> Dedicated Internet Access | <input type="checkbox"/> Fiber Optic PON Internet |
| Speed: Mbps | Speed (up/down): Mbps |

Ethernet and Network Services (Speeds in Mbps):

(Connectivity diagram included)

- | | | |
|--|--|----------------------------------|
| <input type="checkbox"/> E-LINE Point-to-Point | <input type="checkbox"/> ELAN Multipoint | <input type="checkbox"/> Type II |
| <input type="checkbox"/> Site-to-Site VPN | <input checked="" type="checkbox"/> Site-to-Site Layer 2 | <input type="checkbox"/> |

Ritter Infrastructure-as-a-Service (IaaS) Plans:

(Service Description included)

- | | | |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Azure Plan 1 | <input type="checkbox"/> Azure Plan 2 | <input type="checkbox"/> Azure Plan 3 |
| <input checked="" type="checkbox"/> Azure Plan 4 | <input type="checkbox"/> Azure Plan 5 | <input type="checkbox"/> Azure Custom |

Ritter Cloud Storage:

- | | |
|--|---|
| <input type="checkbox"/> Performance Class Cloud Storage | <input checked="" type="checkbox"/> Premium Class Cloud Storage |
| Total Storage Capacity (GB): | Total Storage Capacity (GB): 5000 |
| <input type="checkbox"/> Platinum SSD Cloud Storage | |
| Total Storage Capacity (GB): | |

Veeam Backup and Disaster Recovery-as-a-Service (DRaaS) Solutions:

(Service Description and Solution Diagram to be included for selected services)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Veeam Backup | <input checked="" type="checkbox"/> Veeam Replication |
| <input checked="" type="checkbox"/> Veeam Backup Repository | <input checked="" type="checkbox"/> Veeam Replication Recovery Resources |
| <input checked="" type="checkbox"/> Veeam Cloud Connect | <input type="checkbox"/> Disaster Recovery Planning & Management |

Other Ritter Hosted Solutions:

- | | |
|--|---|
| <input type="checkbox"/> Ritter Managed Voice Solution | <input type="checkbox"/> Microsoft Office 365 |
|--|---|
- Total Licenses:

Other Service Solution not mentioned above:

- | | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Article II – Contract Length and Pricing

TERM COMMITMENT: Customer agrees to the Term Commitment a term of 24 months (Term) or as stated in the attached Sales Quote, if a Sales Quote is used. The rates set out on the attached Sales Quote are based on the Term Commitment. The initial Term will begin upon customer acceptance and date upon which billing is applied.

PRICING, PAYMENT, AND TERMINATION: Pricing (Rates) shall be as set forth in the attached Pricing Addendum and/or Statements of Work executed by both parties and contained herein. Payment, Billing Disputes, Termination, Early Termination and Early Termination Charges will be handled in accordance with Ritter Communications General Terms and Conditions (attached) unless otherwise specified by this Master Services Agreement.

Article III –Attachments to Master Services Agreement

ATTACHMENTS TO MASTER SERVICES AGREEMENT:

- **Ritter General Terms and Conditions:** Terms and conditions shall be as set forth in the applicable tariffs and this Master Services Agreement, including the attached General Terms and Conditions.
- **Service Descriptions and Statements of Work:** Service Descriptions or Statements of Work for all applicable services will be added as Attachments to the Master Services agreement to detail the equipment, solution, and/or service being provided by Ritter Communications to customer.
- **Sales Quotes:** Sales Quote documents will be attached to the Master Services Agreement to detail pricing for each and every equipment, solution, and/or service provided by Ritter Communications to the Customer.
- **Service Level Agreements:** For applicable products and services, Ritter Communications may provide detailed Service Level Agreements (SLA) to the Customer as Attachments to the Master Services Agreement at the time of contract execution.



- **Acceptable Use Policy:** All Internet related services provided by Ritter Communications to Customer will be subject to all applicable terms set forth by the Ritter Communications Acceptable Use Policy (AUP) available by request from Ritter Communications, or by access at <http://getritter.info/terms-and-policies/>
- **Additional Attachments:** Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Ritter Communications and Customer and will be subject to all applicable Terms as set forth by this Agreement.

ENTIRE AGREEMENT: This Agreement and the applicable tariff provisions are the complete agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and the applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties.

Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

Ritter Communications

Customer: City of Jonesboro

Signature: _____

Signature: _____

Printed Name: Bo Phillips

Printed Name:

Position Title: Director - HVS Sales

Position Title:

Date: 8/15/2017

Federal ID#:

SS#: N/A

Date: 8/15/2017

Attachment A: General Terms and Conditions

1. TERM COMMITMENT: Customer agrees to the Term Commitment as stated in the Master Service Agreement (TERM COMMITMENT) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment.

2. RATES: The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Term commitment. Such discounts vary according to specific products and services and Term Commitments. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and CPE including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc. If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

3. EARLY TERMINATION PENALTY: If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested termination date. Billing for Services will terminate 30 days from the receipt of the written termination request.

4. RENEWAL: Following the initial Term Commitment, all agreed services will continue on a month-by-month basis unless services are otherwise cancelled by the Customer or the Agreement is renewed. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Ritter Communications and/or applicable tariffs.

5. PAYMENT: Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges within thirty days of the date of the Company's invoice to customer ("Due Date"). Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law. If the Customer's check is returned by Customer's bank, Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

6. BILL DISPUTES: For other than Product or Service Outages, Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. The applicable Product Attachment will contain remedies for Product or Service Outages. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

7. USE OF SERVICES: Customer agrees to independently assess Customer's need for the Products and Services. Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's use of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at <http://rittercommunications.com/terms-and-policies/>. The Company's AUP is dynamic and is modified from time-to-time without prior notice to Customer. At any time, Customer may also send a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services.

8. BANDWIDTH: The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

9. UPGRADES: If Customer upgrades the Products before the end of Term, no early termination penalty will be charged. Customer may be required to purchase the upgrade under a new Term Commitment.

10. CUSTOMER PREMISE EQUIPMENT: Along with the Products, the Company may rent or sell to Customer standard Customer Premise Equipment (“Standard CPE”). Standard CPE will either be located at the Company’s facility or at Customer’s premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer’s use only for the Term of this Agreement (“Rented CPE”). Customer has no property rights in the Rented CPE. The Company reserves the right to replace any Rented CPE at the Company’s expense and with minimal interruption to the Services.

11. AUTHORITY: Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

12. SUBSCRIBER PRIVACY NOTICE: As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

14. TARIFF: Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission or Tennessee Regulatory Authority, depending on the state in which services are provided, are applicable to various services and products provided herein.

15. LIMITATIONS: COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCTS, EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF WAGES. THE SERVICE AND PRODUCTS ARE SUBJECT TO THE TERMS AND LIMITATIONS OF ANY APPLICABLE TARIFF. TO THE EXTENT COMPANY’S PRODUCT OR SERVICE IS NOT TARIFFED THEN THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND COMPANY DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NOTHING CONTAINED HEREIN IS MEANT TO LIMIT THE SCOPE OR REMEDIES UNDER AN APPLICABLE TARIFF FOR TARIFFED SERVICE.

16. “UP TO” INTERNET SPEEDS: Access speeds for internet packages deemed “up to” may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company’s facilities and the network interface device at Customer’s premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer’s modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company’s control. Actual internet speeds vary due to many factors including the capacity or performance of Customer’s computers or modems and their configuration, Customer’s wiring and any wireless configuration, Customer’s destination and traffic on the Internet, Customer’s internal network or other factors at the internet site with which Customer is communicating.

17. SECURITY: Customer is responsible for securing its network, Customer premises equipment, modems, voice mail systems and other Customer equipment from unauthorized access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by Customer’s employees or third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, Customer premises equipment, modems or other Customer equipment.

By signing, I acknowledge that I have read and understand the Terms and Conditions of this agreement.

Customer Signature

Date



Hosted Solutions Service Quote

Prepared for
City of Jonesboro
Date
10/20/2017
Sales Director
Bo Phillips
Proposal ID
COJ_10202017

Phase I

Item	Product Description	Qty	Unit Price	Non-Recurring Fee	Monthly Recurring Price		
1.1	Capacity Class Storage 10TB+	14000	0.07	0	980		
1.2	Performance Class Storage for IaaS 10TB+	6000	0.12	0	720		
1.3	Performance Class Storage for IaaS 10TB+	3000	0.12	0	360		
1.4	IaaS Plan 3 - 16CPU/32G RAM	1	300	0	300		
1.5	IaaS Plan 4 - 32CPU/64G RAM	1	250	0	250		
1.6	Veeam Availability Suite	16	24	0	384		
1.7	Veeam Windows Server	2	24	0	48		
1.8	Veeam Cloud Connect Backup	18	9	0	162		
1.9	Veeam Cloud Connect Replication	12	18	0	216		
2.0	L2 Site-to-Site Network 100Mbps	1	60	0	60		
2.1	Add-On RAM (2 GB)	8	10	0	80		
				\$	-	\$	3,560.00

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein.

Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA.

Monthly Service Total*
\$3,560.00
Installation Fees
\$0.00

Additional Notes:

- Upgrades to existing services. This will replace the previous Proposal ID - COJ_08152017 fully.
- Upgrade will be added to the ramp schedule. 1st month will be billed at \$ 940.00, 2nd month will be billed at 1880.00, third month of the ramp will be billed at 2,832.00 and the full payment will start January 1st 2018.

Customer Signature

Date
