



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, August 25, 2020

4:30 PM

Municipal Center

SPECIAL CALLED MEETING

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. ROLL CALL BY CITY CLERK DONNA JACKSON

3. NEW BUSINESS

RES-20:119 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF HUMAN SERVICES AND ACCEPT THE 2019 COVID-19 EMERGENCY SOLUTIONS GRANT

Sponsors: Grants

Attachments: [award letter](#)

[Copy of City of Jonesboro 2020 COVID Starting Budget Form](#)

[ESG COVID Sub-Grant Addendum](#)

[47377 N00 DHS 9600 - revised \(002\)](#)

[47377 N00 ATT3 Disclosure \(003\)](#)

[email](#)

Legislative History

8/18/20	Public Safety Council Committee	Recommended to Council
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RES-20:120 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES AND ACCEPT THE 2020 STRONG SOUTHERN COMMUNITIES INITIATIVE MICRO GRANT.

Sponsors: Grants

Attachments: [2020 SSCI Micro-Grant Agreement](#)

Legislative History

8/18/20	Public Safety Council Committee	Recommended to Council
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4. ADJOURNMENT



Legislation Details (With Text)

File #: RES-20:119 **Version:** 1 **Name:** ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF HUMAN SERVICES AND ACCEPT THE 2019 COVID-19 EMERGENCY SOLUTIONS GRANT

Type: Resolution **Status:** Recommended to Council

File created: 8/12/2020 **In control:** Public Safety Council Committee

On agenda: **Final action:**

Title: A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF HUMAN SERVICES AND ACCEPT THE 2019 COVID-19 EMERGENCY SOLUTIONS GRANT

Sponsors: Grants

Indexes: Grant

Code sections:

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[Copy of City of Jonesboro 2020 COVID Starting Budget Form](#)
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Date	Ver.	Action By	Action	Result
8/18/2020	1	Public Safety Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF HUMAN SERVICES AND ACCEPT THE 2019 COVID-19 EMERGENCY SOLUTIONS GRANT

WHEREAS, the City of Jonesboro was awarded the 2019 COVID-19 Emergency Solutions Grant in the amount of \$105,000 with no local match requirement; and

WHEREAS, the FY2019 COVID-19 Emergency Solutions Grant award provides funding to the City of Jonesboro to assist qualifying low-income Jonesboro residents who have been affected by COVID-19 with rental assistance for up to 3 months; and

WHEREAS, this grant includes \$5,000 for Administrative Expenses, which will be used for Personal Protective Equipment and software to administer the grant.

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 Human

Services to accept the 2019 COVID-19 Emergency Solutions Grant for \$105,000 for rental assistance for low-income Jonesboro residents.

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.



**Division of County Operations
Office of Community Services**

P.O. Box 1437, Slot S330, Little Rock, AR 72203-1437
P: 501.682.8715 F: 501.682.6736 TDD: 501.682.8820

August 4, 2020

Mr. Harold Perrin, Major
City of Jonesboro
PO Box 1845
Jonesboro, AR 72401

RE: 2019 ESG COVID-19 Application

Dear Mr. Perrin:

Congratulations! I am pleased to announce that your 2019 ESG COVID-19 application was selected for funding! City of Jonesboro is being awarded the following ESG COVID-19 Grant:

Street Outreach:	-
Emergency Shelter:	-
Rapid Re-Housing:	-
Homelessness Prevention:	\$100,000.00
HMIS:	Paid directly to HMIS Provider
ADMIN:	\$5,000.00
Total Offered COVID-19 Award:	\$105,000.00

A representative from the DHS Office of Procurement will be contacting you soon to request signatures and information required to formally award this sub-grant. Please respond to the requests promptly.

Please note that we will advise you of the date you can start using the ESG COVID-19 funding. Attached is your budget form for you to review and show how funds should be allocated in each component. We are also completing your Environmental Review and will let you know if any additional information is needed.

Also attached is the ESG COVID-19 addendum for you to review, sign and return to us electronically to the ESG Team email address.

There will be a mandatory webinar concerning administration of this sub-grant on August 14, 2020, starting at 10:00 a.m. An invitation will be sent out. We will discuss updated invoice submission policies and required forms at that time, so please be watching for an email announcement and ensure that the person responsible for submitting invoices participates in this important learning opportunity.

If you have any questions, you may contact me at (501) 682-8714 or at lorie.williams@dhs.arkansas.gov.

Sincerely,



Lorie A. Williams
Assistant Director
Office of Community Services

LAW:zg

cc: Mary Franklin, Director
file

ARKANSAS EMERGENCY SOLUTIONS GRANTS PROGRAM

SUB-RECIPIENT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

I, **Harold Perrin**, as the authorized official and responsible party for **City of Jonesboro, AR** hereby assure and certify to the Arkansas Department of Human Services (“**DHS**”) the following with regards to the award of this Emergency Solutions Grants (ESG) sub-grant and the ESG project being funded:

THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect **SUB-RECIPIENT**'s capacity to administer this sub-grant.
2. No legal actions are underway or being contemplated that would significantly impact **SUB-RECIPIENT**'s capacity to effectively carry out this ESG project or to fulfil the requirements of this ESG sub-grant; and
3. No project costs have been, nor will be, incurred prior to formal written notification from **DHS** that the project may begin.

FEDERAL COMPLIANCE CERTIFICATIONS

SUB-RECIPIENT will comply with the policies and procedures found in the Arkansas DHS/DCO Office of Community Services Emergency Solutions Grant Policy and Procedures Manual, with applicable items in the current Consolidated Plan, with Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, with 24 CFR Part 576 (including parts not specifically cited below), and with the following laws, regulations and requirements, both federal and state, as they pertain to the implementation and administration of this project:

Restriction on CARES Act Funds

The funds under this Agreement may only be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus. People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under families headed by youth aged 24 and under.

COMPLIANCE WITH ANTI-DISCRIMINATION LAWS AND PROVISIONS

4. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with:

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1);
- Section 109 of the Housing and Community Development Act of 1974, As Amended;
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.);
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act;
- Executive Order 11246, As Amended;
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107); and
- All implementing regulations.

COMPLIANCE WITH ENVIRONMENTAL STANDARDS AND PROVISIONS

5. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with:

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)

- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

COMPLIANCE WITH LABOR STANDARDS AND PROVISIONS

6. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with:

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

COMPLIANCE WITH FAIR HOUSING STANDARDS AND PROVISIONS

7. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with:

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24

COMPLIANCE WITH ADMINISTRATIVE AND FINANCIAL PROVISIONS

8. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Cost Principles”, where applicable
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Administrative Requirements”, where applicable
- Arkansas Financial Management Procedures and Arkansas Procurement Laws
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Non-entitlement Funds
- 24 CFR Subtitle A (4-1-98 Edition) – 85 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

COMPLIANCE WITH PROGRAMMATIC REQUIREMENTS AND PROVISIONS

9. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with the following programmatic requirements:

- **Major rehabilitation/conversion**

If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

- **Essential Services and Operating Costs**

If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, **SUB-RECIPIENT** will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

- **Renovation**

Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- **Supportive Services**

SUB-RECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

- **Homeless Persons Involvement**

To the maximum extent practicable, **SUB-RECIPIENT** will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted ESG.

- **Consolidated Plan**

All activities **SUB-RECIPIENT** undertakes with assistance under ESG will be consistent with the State's current HUD-approved Consolidated Plan.

- **Lead-Based Paint**

All activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A through R.

COMPLIANCE WITH MISCELLANEOUS

10. **SUB-RECIPIENT** will implement this ESG project and administer this ESG sub-grant in conformity with the Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.).

Harold Perrin

Typed or Printed Name of Authorized Official



Signature of Authorized Official

Mayor, City of Jonesboro

Title

Date



ARKANSAS DEPARTMENT OF HUMAN SERVICES SUB-GRANT AGREEMENT

SUB-GRANT #: _____ is entered into between the State of Arkansas, Department of Human Services,

Hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient.

1. RECIPIENT INFORMATION:

VENDOR NAME			
VENDOR ADDRESS			
AASIS VENDOR #		FEDERAL I.D. #	

2. SUB-GRANT PERIOD

This Agreement will Begin on _____ and will end on _____

In no event shall the initial term of the sub-grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

3. PURPOSE OF AGREEMENT:

All parties agree that following attachments contain the objective and scope and are hereby made a part of this sub-grant. These attachments may not be altered or modified without a written amendment signed by all parties.

ATTACHMENTS LISTING:

4. FUNDING

Regardless of any other provision of this sub-grant, or any costs or obligations of the Recipient, the liability of payment by the Department to the Recipient under this sub-grant shall be subject to the limits specified below:

TOTAL FUNDING	
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% FEDERAL FUNDS

% STATE FUNDS

% OTHER FUNDS

CFDA #, if applicable	
CFDA Title, if applicable	

5. Sub-Grant Type:

6. SELECTION METHOD:

Request for Application	<input type="checkbox"/>	Solicited	<input type="checkbox"/>	Un-solicited	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>				

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

7. METHOD OF PAYMENT: .

8. CANCELLATION:

Either party may cancel this agreement at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery.

9. PROGRAM COMPLIANCE:

- A. STATE AND FEDERAL LAWS:** Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section XIII.
- B. FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. COMPLIANCE WITH NONDISCRIMINATION LAWS:** The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
- Title 45 Code of Federal Regulations:
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
 - Title 28 Code of Federal Regulations:
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations:
 - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)
- The Department will furnish a copy of these regulations to the Recipient upon request.
- D. CERTIFICATION REGARDING LOBBYING:** The Recipient will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.00. If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as Attachment to this sub-grant.
- E. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.
- F. LEGISLATIVE REVIEW Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.**

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

All non-discretionary sub-grants are exempt from review.

Certain discretionary sub-grants are exempt from review. These include:

- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

10. PROGRAM OPERATION:

- A. STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- B. SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this sub-grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

11. INFORMATION AND RECORDS:

- A. ACCESS TO RECORDS:** The Recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers or records of the Recipient which are related to any services performed under the sub-grant. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section XI. A. of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.
- B. CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

12. FISCAL PRACTICES:

- A. CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- B. NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this sub-grant shall not be allocated to or included as a cost of any other State or Federally financed program unless such partial payment is specified in Attachment _____ and the Department gives written consent to this arrangement.
- C. BILLING:** Billing under this agreement will be in accordance with established Department procedures. Payment method will be as stated in Section VII of this agreement.
- D. LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- E. PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

- F. AUDIT REQUIREMENT:** Provider shall comply with the DHS audit requirements as outlined in Arkansas Department of Human Services "Audit Guidelines". Copies may be obtained from:
Arkansas Department of Human Services
Office of Quality Assurance
P.O. Box 1437 - Slot S270
Little Rock, Arkansas 72203-1437
- G. DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.

13. AMENDMENT:

Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Department of Human Services. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

14. CERTIFICATION AND SIGNATURE:

- A. RECIPIENT CERTIFICATION OF DOCUMENTATION:** The Recipient certifies that all documentation presented to obtain this sub-grant is true and complete. The Recipient agrees to notify the Department of any changes in this documentation except when the Department has given specific written permission to waive such notification.

B. SIGNATURES:

<u>Signature of Sub-grant Recipient Authorized Representative</u>	
Signature of Recipient Authorized Representative	Date
Printed Name of Recipient Authorized Representative	Title
In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this sub-grant on behalf of the Recipient. This sub-grant is effective on date specified on Page 1, but no earlier than the date signed by the last signing party.	

<u>Signature of DHS Program Agency Authorized Representative</u>	
Signature of DHS Program Agency Authorized Representative	Date
Printed Name of DHS Program Agency Authorized Representative	Title
In signing this document, I attest I am exercising appropriate fiduciary authority in the commitment of available resources to achieve program agency objectives.	

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____
 Yes No

TAXPAYER ID NAME: _____ IS THIS FOR: **Goods?** **Services?** **Both?**

YOUR LAST NAME: _____ FIRST NAME _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____

The email below tells of the changes to the ESG agreement.

Regina

From: Lorie Williams <lorie.williams@dhs.arkansas.gov>

Sent: Wednesday, August 19, 2020 1:31 PM

To: Brenda Hall <BHall@jonesboro.org>; **Cc:** ESG Team <DHS.ESG.Team@dhs.arkansas.gov>

Subject: ESG COVID -19 Grant Awards - Questions To Procurement Regarding Grant Agreement

Importance: High

Good morning,

I'm writing to give you an update on where we are with the ESG COVID-19 funding and to address questions that you have asked the procurement team and/or the ESG Team.

Question: What will be the start date for the ESG COVID-19 funding? The agreement states October 1.

Response: We discussed this on yesterday and it has been determined that the Start date for the COVID-19 program can be September 1, provided you have received an email from Lorie Williams advising that all activities have been completed for you to start and that you have provided all information to the Procurement Team. There are some agencies with vendor number issues. No one has received the email from Lorie Williams as of this date. If you have signed an October 1 agreement, an amended one will be resubmitted to you for signature.

Question: The end date on the agreement is for one year instead of two.

Response: Because we don't know the exact end date, we set it up initially for one year. We will be amending to extend for two years once we know the exact end date. No worries!

Question: Can I apply for the second round ESG funding for a component that I have currently been approved for. We need additional funding in that component

RESPONSE: No. If, after the second round has been allocated, funding is still available, agencies will be notified and can make a request at that time. The amount awarded will depend on the available amount.

Question: The budget we are receiving from procurement to sign with the agreement is different from the one we returned to OCS. We made revisions. Do I still need to sign the agreement?

Response: You should sign the agreement. As you are aware, we are giving you the opportunity to revise your budget. If you do make a revision, we will send the revised budget to the procurement team for their records.

Please share this with all appropriate staff. In addition, please note that there were several questions asked during the training. We are working on those and will be sending out this week. Thank you.



DCO/Office Of Community Services
Assistant Director

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This email may contain sensitive or confidential information.

The Arkansas Department of Human Services has determined that this message may contain confidential or otherwise protected information. We have used transport encryption to help protect this message while in transit to you. Please take all reasonable measures to protect any protected or confidential data that might be in this message, including the limitation of re-disclosure to the minimum number of recipients necessary. Please report any inappropriate disclosure to <https://dhs.arkansas.gov/ost/contactforms/ContactUs.aspx> or as required by law.



Legislation Details (With Text)

File #:	RES-20:120	Version:	1	Name:	ENTER INTO AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES AND ACCEPT THE 2020 STRONG SOUTHERN COMMUNITIES INITIATIVE MICRO GRANT
Type:	Resolution	Status:			Recommended to Council
File created:	8/17/2020	In control:			Public Safety Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES AND ACCEPT THE 2020 STRONG SOUTHERN COMMUNITIES INITIATIVE MICRO GRANT.				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	2020 SSCI Micro-Grant Agreement				

Date	Ver.	Action By	Action	Result
8/18/2020	1	Public Safety Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES AND ACCEPT THE 2020 STRONG SOUTHERN COMMUNITIES INITIATIVE MICRO GRANT.

WHEREAS, the City of Jonesboro was awarded the 2020 Strong Southern Communities Initiative Micro Grant in the amount of \$2,500; and

WHEREAS, the 2020 Strong Southern Communities Initiative Micro Grant will help the City kick off the Keep Jonesboro Beautiful anti-littering campaign by covering expenses for marketing and community clean up, and

WHEREAS, the goals of the Keep Jonesboro Beautiful campaign will increase awareness and laws associated with littering, decrease littering in focused areas and major roadways, and reduce asthma cases.

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 National League of Cities and accept the 2020 Strong Southern Communities initiative Micro Grant in the amount of \$2,500.

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.

SSCI Micro-grant Agreement

The National League of Cities (NLC), through its Institute for Youth, Education, and Families, is pleased to provide the City of Jonesboro with a Strong Southern Communities Initiative (SSCI) Micro-Grant in the amount of \$2,500 for the period from September 1, 2020 through August 31, 2021.

The grant is intended to support your city's implementation of its SSCI vision and plan to improve outcomes for children and families. Grant funds may be spent for purposes identified in the project budget submitted with your SSCI proposal in April 2020, subject to any amendments agreed upon.

In addition to funding, this grant includes responsive technical assistance, access to NLC expertise, and peer learning opportunities. By accepting the SSCI Micro-Grant, the **City of Jonesboro, Arkansas** agrees to:

- Continue to pursue the implementation of strategies focused on improving outcomes for children and families, with continued support and engagement from city leadership.
- Keep SSCI project staff apprised of planning progress, including setbacks or unexpected challenges throughout the grant period, through periodic calls and correspondence.
- Share progress implementing the SSCI Micro-Grant through conference calls and **at the next Virtual SSCI meeting.**
- Leverage other NLC and SSCI resources such as the in-person meetings, the SSCI Webinars, and related knowledge products.

To accept this grant and facilitate the transfer of funds, please complete and return this SSCI Micro-Grant Agreement and attached Grant Disbursement Form via email to Anthony Santiago (santiago@nlc.org) by **September 1st, 2020.**

By signing this document on behalf of my city, I acknowledge that I have read and agree to the grant provisions set forth in this letter for the National League of Cities' Strong Southern Communities initiative.

Signature

Date

Name (print)

City