



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Monday, July 2, 2012

6:30 PM

Huntington Building

PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

City Council Chambers, Huntington Building

SPECIAL CALLED FINANCE COMMITTEE MEETING AT 6:15 P.M.

City Council Chambers, Huntington Building

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

[COM-12:045](#) Presentation by Everett Evans to Mayor Perrin for the Purple Heart Highway

[COM-12:046](#) Presentation by Sue McDaniel of the Child Advocacy Center to Mayor Perrin

Sponsors: Mayor's Office

5. CONSENT AGENDA

All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.

[MIN-12:051](#) Minutes for the City Council meeting on June 19, 2012

Attachments: [Minutes](#)

[RES-12:083](#) A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACTS FOR CITY YOUTH MINISTRIES

Sponsors: Community Development and Grants

Attachments: [2012 City Youth2.docx](#)

Legislative History

6/26/12	Finance & Administration Council Committee	Recommended to Council
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RES-12:085 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR FOUNDATION OF ARTS

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:086 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR JURHA (Jonesboro Urban Renewal & Housing Authority).

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:087 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR MIDSOUTH MENTAL HEALTH SYSTEMS

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:088 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HABITAT FOR HUMANITY

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:089 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR WEST END NEIGHBORHOOD ASSOCIATION

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:090 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HISPANIC COMMUNITY SERVICES, INC

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:091 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR LIFE SKILLS INC

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:092 A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR NARAN

Sponsors: Community Development and Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

RES-12:103 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A GRANT AGREEMENT WITH THE WINTHROP ROCKEFELLER FOUNDATION FOR A TWO-YEAR \$100,000 NON-MATCH GRANT TO FUND THE NORTH JONESBORO NEIGHBORHOOD INITIATIVE.

Sponsors: Grants

Attachments: [Contract](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-12:032 AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A NORTH JONESBORO INITIATIVE COMMUNITY SERVICE COORDINATOR IN THE GRANTS DEPARTMENT

Sponsors: Grants and Human Resources

Attachments: [N Jonesboro Initiative Comm Ser Coord](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

ORD-12:035 AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A REHAB PROJECT COORDINATOR IN THE GRANTS DEPARTMENT

Sponsors: Grants and Human Resources

Attachments: [Rehab Project Coordinator.pdf](#)

Legislative History

6/26/12 Finance & Administration Recommended to Council
Council Committee

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-12:033 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3701 EAST JOHNSON AVENUE AS REQUESTED BY GRAYSON INVESTMENTS

Attachments: [Plat](#)

[MAPC Report](#)

[MAPC Record of Proceedings](#)

[Appeal Letter](#)

Legislative History

6/19/12 City Council Held at one reading

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-12:045 **Version:** 1 **Name:** Presentation by Everett Evans to Mayor Perrin
Type: Other Communications **Status:** To Be Introduced
File created: 6/21/2012 **In control:** City Council
On agenda: **Final action:**
Title: Presentation by Everett Evans to Mayor Perrin for the Purple Heart Highway
Sponsors:
Indexes: Misc. communications
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Presentation by Everett Evans to Mayor Perrin for the Purple Heart Highway



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-12:046 **Version:** 2 **Name:** Presentation by Sue McDaniel to Mayor Perrin
Type: Other Communications **Status:** To Be Introduced
File created: 6/25/2012 **In control:** City Council
On agenda: **Final action:**
Title: Presentation by Sue McDaniel of the Child Advocacy Center to Mayor Perrin
Sponsors: Mayor's Office
Indexes: Misc. communications
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Presentation by Sue McDaniel of the Child Advocacy Center to Mayor Perrin



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:051 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 6/25/2012 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on June 19, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on June 19, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, June 19, 2012

6:30 PM

Huntington Building

PUBLIC SAFETY COMMITTEE MEETING AT 5:30 P.M.

APPEAL HEARING AT 6:00 P.M.

Requested by Grayson Investments regarding the denial by the MAPC to rezone property located at 3701 East Johnson to modify the existing C-3 L.U.O. to provide for additional uses

Attorney Jim Lyons, representing Grayson Investments, discussed the rezoning. He provided the Council with information regarding the property. He noted the traffic count that is included in the informational packet has gone up since the count in 2010 due to the increase in commercialization in the area and the construction of the fairgrounds and new NEA Hospital nearby. He explained almost every property along the highway is currently commercial or being sold as commercial. Mr. Lyons then discussed the surrounding properties.

Councilman Moore questioned what changes they would like to be seen in the zoning. Mr. Lyons explained they asked for a number of things, but primarily they would like to see allowances for restaurant or retail business. They would be willing to make buffers or fencing at the back of the property. Councilman Moore then questioned what the primary reason was for the rezoning being turned down by MAPC. Mr. Lyons answered it is his understanding the reason for the denial was due to the people in Maplewood Terrace that are opposed to the rezoning changes. Councilman Moore asked if there were questions with the lighting or other issues that can be taken care of during the site plan process. Mr. Lyons stated there were no complaints about lighting, but they are willing to work with the residents to address any issues they have. He noted that the property owner, Mr. Osment, has offered to meet with the neighboring property owners to discuss their concerns, but they never requested a meeting. He added they understand their feelings, but this is an area that has become more commercial due to the Craighead County Fairgrounds and the development of Brookland and Paragould.

Councilman Moore questioned access from the property to Maplewood Terrace. Mr. Lyons explained they have not asked for access to Maplewood Terrace and do not plan on asking for any such ingress or egress. He added they would be willing to put that as a stipulation if needed.

Mr. Jim Carter, a resident on Maplewood Terrace, spoke in opposition to the rezoning. He explained they have a great neighborhood with great people living there. He discussed the history of the previous rezoning of this property and the subsequent court case. He stated they believe the court settlement was fair to the land owner and ask that the Council deny this request in order to comply with the Circuit Court decision. Grayson Investments has owned the property for two or three years and do not care how the neighborhood looks or else they would've kept the property clean. Mr. Carter further explained he owns rental property and it is his responsibility to keep up

that property. Grayson Investments knew the stipulations when they purchased the property. Other commercial businesses referred to by Mr. Lyons do not back up to a residential subdivision or the back of a house. Councilman Moore questioned a piece of property near the location of the rezoning that is also close to their neighborhood. Mr. Carter explained that property is backed by a six foot ditch and will have trees and fencing surrounding the property. He further explained this property abuts a residential property both on the side and front, which will ruin the value of those owners property.

Mr. John Hatcher, 3105 Maplewood Terrace, also spoke in opposition to the rezoning. He discussed the proposed rezoning. He noted the photographs provided by Mr. Lyons fail to show the residential homes nearby. He provided the Council with a photograph showing the homes. He stated he fails to see how the fairgrounds and hospital change the dynamic of the neighborhood and to approve the rezoning will destroy the peace of the neighborhood as well as the properties.

Councilman Dover asked for details regarding the previous court case. It was explained the Gillespie family previously sent the case to Circuit Court and the judge granted their request for C-3 LUO zoning. Councilman Dover then questioned whether the City would be violating the court order by denying the proposed rezoning. Assistant City Attorney Carol Duncan stated that was an issue at the MAPC meeting. She researched the issue and could not find a legal precedence one way or the other that said the City could or couldn't do the rezoning. She added the Council can't take away from the court order, but there is some question in her mind whether or not the City can add to it. Councilman Moore stated he doesn't think there would be any problem with the City changing the limited use overlay to be less restrictive, so long as they don't make it more restrictive.

Mr. Lyons noted that he also was not able to find any precedence in this area that would say the City can't approve the rezoning request. Assistant City Attorney Duncan added they also agree that there wasn't anything saying the City could approve the request. Mr. Lyons agreed. Councilman Moore stated he also doesn't see any reason why the petitioner couldn't take this rezoning request back to Circuit Court for approval depending on what the City Council decided.

Ms. Stacy Schratz, 3104 Maplewood Terrace, spoke in opposition to the rezoning. She stated in the rezoning application the petitioners indicated no one lived at that address. But, she has pictures that were turned into City Planner Otis Spriggs showing that people have lived on the property almost the whole time. She also noted the application indicated the petitioners talked with the nearby property owners who have an eyeglass business on their property and they did not have a problem with the rezoning. But, the petitioners did not speak with those property owners. She explained the property has not been maintained, so the nearby residents have maintained the property. Grayson Investments was aware of the zoning when they purchased the property.

PUBLIC HEARING AT 6:15 P.M.

Requested by Jonesboro Real Estate Holdings to vacate and abandon Roland Street (a 50' road right-of-way) and Logan Street east of Roland Street (a 50' road right-of-way)

No opposition was voiced.

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION**3. ROLL CALL BY CITY CLERK DONNA JACKSON**

Present 10 - Darrel Dover; Ann Williams; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent 2 - Charles Frierson and Charles Coleman

4. SPECIAL PRESENTATIONS

COM-12:039 Jason Franken, consulting actuary, of Foster & Foster will make a presentation on the most recent actuarial valuation for the closed Principal Plan and possible future obligations.

Sponsors: Finance

Attachments: [Actuarial Evaluation Report](#)

Mr. Franken discussed the actuarial report for the non-uniform pension plan. He noted this plan currently has funds with Principal and Stephens. The valuation is required every year to figure out the funding requirements in order to pay future payments from the plan. He explained last year the City contributed \$625,256, but this year the contribution will be \$0 due to the Principal plan being frozen. Assets last year were \$8 million. This year the assets are just over \$8.42 million, so there has been a \$4 million increase since last year. Liabilities for last year were \$13.1 million. This year liabilities are just under \$7 million. As long as the assets continue to exceed the liabilities, the City will not need to make contributions. Mr. Franken noted this will depend on stock market performance. He also explained the Principal plan requires \$4.4 million to meet the benefit index, so as long as the City's assets in the Principal plan stay above \$4.4 million no contributions will be required. Right now, the assets are at \$6.6 million, leaving the City a \$2.2 million cushion.

Councilman Moore referred to the cushion with the plans. Mr. Franken stated the funding ratio for the City is 120% this year, while last year it was 87%. The ratio increased due to the Principal plan being frozen. He explained a ratio between 80% and 100% is comfortable.

Councilman Fears questioned why the information wasn't presented to the Finance Committee before going to the City Council. Mayor Perrin explained the actuarial evaluation has always gone to the City Council rather than going to a committee.

Councilman Dover then questioned who is managing the City's pension money. Mr. Franken answered Principal is managing the majority of the money, about \$6.6 million as of March 31st. Stephens is managing about \$2.2 million.

This item was Read.

COM-12:042 Proclamation presentation by the Mayor

Sponsors: Mayor's Office

Mayor Perrin presented Finance employee Christy Wall with the Mayor's Citation for

Distinguished Service for 2012.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Chris Gibson, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

Aye: 10 - Darrel Dover; Ann Williams; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

MIN-12:048 Minutes for the City Council meeting on June 5, 2012.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-12:073 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR RENOVATIONS TO THE OLD JONESBORO YMCA

Sponsors: Engineering

Attachments: [Change Order #1.pdf](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-083-2012

RES-12:074 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM JONESBORO PUBLIC SCHOOLS FOR THE CONSTRUCTION AND MAINTENANCE OF A SIDEWALK

Sponsors: Engineering

Attachments: [Permanent Construction Easement](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-084-2012

RES-12:078 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ENGAGEMENT LETTER FOR AUDIT SERVICES OF FEDERAL AWARDS WITH FREEMAN & COMPANY, CPA

Sponsors: Finance

Attachments: [Freeman engagement letter 2011 audit](#)

This item was **PASSED** on the consent agenda.

Enactment No: R-EN-085-2012

RES-12:080 A RESOLUTION TO CONTRACT WITH COACH JOEY'S FASTPITCH ACADEMY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Coach Joey's Fast Pitch Academy](#)

This item was **PASSED** on the consent agenda.

Enactment No: R-EN-086-2012

RES-12:081 A RESOLUTION TO CONTRACT WITH JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [4th of July southside contract](#)
[FW Fourth of July](#)

This item was **PASSED** on the consent agenda.

Enactment No: R-EN-087-2012

RES-12:093 A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

Attachments: [EAB Broadcastors 4th in the Forrest Contract](#)

This item was **PASSED** on the consent agenda.

Enactment No: R-EN-088-2012

RES-12:101 A RESOLUTION TO CONTRACT WITH OLDHAM LAW FIRM FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Oldham Law Firm](#)

This item was **PASSED** on the consent agenda.

Enactment No: R-EN-089-2012

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-12:033 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING

BOUNDARIES FOR PROPERTY LOCATED AT 3701 EAST JOHNSON AVENUE AS REQUESTED BY GRAYSON INVESTMENTS

Attachments: [Plat](#)
[MAPC Report](#)
[MAPC Record of Proceedings](#)
[Appeal Letter](#)

Councilman Street offered the ordinance for first reading by title only.

This item was Held at one reading.

ORD-12:034

AN ORDINANCE TO VACATE AND ABANDON ROLAND STREET (A 50' RIGHT OF WAY) AND LOGAN STREET EAST OF ROLAND STREET (A 50' ROAD RIGHT OF WAY) AS REQUESTED BY JONESBORO REAL ESTATE HOLDINGS

Attachments: [Plat](#)
[Plat 2](#)
[Utilities](#)
[Petition](#)
[Engineering letter](#)
[Planning letter](#)
[Application](#)

Councilman Street offered the ordinance for first reading by title only.

Councilman Street questioned whether all the paperwork for the abandonment has been turned in to the City. City Planner Otis Spriggs answered yes, they received all the communications from the utility companies as well as letters from Planning and Engineering to concur with the abandonment.

Councilman Street discussed the rezoning and noted the Council had previously approved an adjoining abandonment. He added this abandonment has also been through the Public Works Committee. Councilman Moore questioned whether there was any opposition. Councilman Street answered no.

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and waive the second and third readings. All voted aye, with the exception of Councilman Vance who abstained from voting.

A motion was made by Councilman Mitch Johnson, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 9 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Abstain: 1 - Gene Vance

Enactment No: O-EN-025-2012

RESOLUTIONS TO BE INTRODUCED

RES-12:053

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

to Condemn property at 3301 Fairview

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspections001](#)
[100_3686](#)
[100_3685](#)
[100_3687](#)
[100_3689](#)
[100_3684](#)
[100_3692](#)

A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Enactment No: R-EN-090-2012

RES-12:065

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 202 Mulberry Owners James and Jacqueline Butler

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report001](#)
[101E0637](#)
[101E0636](#)
[101E0632](#)
[101E0629](#)
[101E0628](#)

Code Enforcement Officer Ronnie Shaver explained the owner purchased a demolition permit last week. He inspected the property today and found the structure to be on the ground, so they are just waiting for the owner to haul it off.

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Enactment No: R-EN-091-2012

RES-12:066

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 204 Mulberry Owner Vanessa Gomez

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report001](#)
[101E0613](#)
[101E0614](#)
[101E0624](#)
[101E0626](#)
[101E0620](#)

Ms. Gomez explained she used to rent the property out, but the property burned two years ago. She stated she used to live in a big house, but it is currently in foreclosure. She and her three kids are currently living with her father at 216 Miller. She further explained this house is all she has left to her name. She noted she should've done something sooner concerning the house, but because her house was so big she didn't care about this property. But, she needs this property now and is having problems getting the electricity going. She stated she can't get the sheetrock up or anything else done until the electricity is running. She added there is also an issue with flooding that will have to be taken care of.

Mr. Shaver explained during the condemnation process he only looks at whether or not the home is inhabitable, not the floodplain. But, it was brought to his attention that house is partially in the floodplain. He also noted Ms. Gomez has not purchased permits to do any improvements.

Chief Building Official Terry Adams explained the home is halfway in the floodplain, halfway out so a licensed contractor will have to be hired to give them an estimate as to the 50% ratio. He said if it meets the benchmark then the whole house will have to be lifted and made flood proof. As to feasibility, if the house has to be lifted it may be better to abate the property and build a new structure.

Ms. Gomez stated the materials she has so far has been donated to her and Habitat for Humanity is going to help her out with the electricity. She explained she understands the house may not be worth lifting, but she has no other options because she is homeless. She further explained she doesn't have the money to raise the house up and is depending on help from the community to make improvements on the home.

Councilman Fears asked how the house was built considering the floodplain issue. Mr. Adams explained the house is several years old, so floodplains were not discussed when the house was built. Councilman Fears then questioned whether 45 days will be long enough for Ms. Gomez to get an engineer to look at the home to determine whether it has to be raised or not. Mr. Adams answered yes.

Ms. Gomez indicated she will be doing a lot of the improvements herself, except for the electricity which is going to be funded by Habitat for Humanity. Mr. Shaver noted Ms. Gomez will need to hire a licensed plumber because the copper plumbing has been stolen from the house. He added that Ms. Gomez is leaving out the fact that she owns a lot of vacant properties in town that have had structures taken down in the past.

A motion was made by Councilman Chris Moore, seconded by Councilman Mikel Fears, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Enactment No: R-EN-092-2012

RES-12:067 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 507 Krewson
Owner: Brenda L Richards

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST](#)
[Inspection Report001](#)
[101E0234](#)
[101E0230](#)
[101E0222](#)
[101E0227](#)
[101E0224](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Enactment No: R-EN-093-2012

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-12:028 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 2217 WEST PARKER ROAD AS REQUESTED BY THE CITY OF JONESBORO

Attachments: [Plat](#)
[Application](#)
[MAPC Report](#)

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

Enactment No: O-EN-026-2012

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

He noted the first Council meeting in July will fall on July 3rd, the day before the 4th of July holiday. He suggested moving the meeting to July 2nd. Councilman Moore motioned, seconded by Councilman Dover, to reschedule the next City Council meeting to July 2nd. All voted aye.

Consolidated Youth Services has agreed to purchase Fire Station #4 on Stadium for the appraisal price of \$178,000 with the stipulation that the City rezone the property to C-3. They are starting on the rezoning process.

They anticipate the YMCA pool should be turned over to the City a few days before the deadline of July 2nd. They met with Home Depot and some other businesses to furnish the pool and other areas in the building.

Tomorrow they are opening bids for the enhancement project on Phillips Drive. Sidewalks will be put in with additional lighting.

They have closed on all of the properties concerning the encroachments on the Edwards property, with the exception of one piece of property. They expect to sign the papers for that next week. He has received calls from interested bidders. The property appraised for \$500,000.

The Ward 5 meeting went well and they got a lot of useful information. The Ward 6 meeting will be held on Tuesday at 6:00 p.m. at the fire station on Brazos.

Crime analyst report was given at the Public Safety meeting. They will be working with several people to curtail crime in areas of town. He will schedule the presentation for the full Council.

COM-12:044

Financial reports as provided by Chief Financial Officer Ben Barylske on June 19, 2012

Sponsors: Finance

Attachments: [2012 Franchise Fees Comparison](#)
[2012 Hotel tax Comparison Report](#)
[2012 Hotel tax \(cash \) Report](#)
[2012 Sales Tax Revenue Ben - Cash Basis](#)
[2012 State Turnback Report](#)
[Deposit Collateralization Report](#)
[May 2012 Expense Report](#)
[May 2012 Revenue Report](#)
[May Statement of Rev, Exp and Changes in FB](#)
[Required Reserves 5-31-2012](#)

Through May, revenues over expenditures are \$1,117,000 not including capital improvements. Including capital improvements, revenues are over expenditures by \$256,000. Reserve requirements are far being exceeded. Sales tax was up 7.31%. Franchise fees are down about \$48,000. Hotel tax is up 14.67% from this time last year. Funds are earning 1.26%.

This item was Read.

9. CITY COUNCIL REPORTS

Councilman Woods asked for everyone to keep Councilman Coleman in their thoughts due to the loss of his sister today.

Councilman Fears noted Jonesboro Police held the Dare to Ride event on June 7, 8, and 9. Over \$50,000 was raised and was a big success. Proceeds will go to Jonesboro DARE.

Councilman Gibson stated the double left-hand turn at Johnson and Stadium is coming along nicely and they will probably have it done sometime next week.

10. PUBLIC COMMENTS

Employee Representative Chairman Larry Jackson stated it was good to hear the report from Foster & Foster. He is glad the City has gotten away from Principal. Further discussion was held concerning the Principal plan. He also stated the employees are thankful for the new public works facility on Dan Avenue.

11. ADJOURNMENT

A motion was made by Councilman Mitch Johnson, seconded by Councilman Tim McCall, that this meeting be Adjourned . The motion PASSED by a unanimous vote

Aye: 10 - Darrel Dover;Ann Williams;Chris Moore;John Street;Mitch Johnson; Tim McCall;Gene Vance;Chris Gibson;Rennell Woods and Mikel Fears

Absent: 2 - Charles Frierson and Charles Coleman

_____ **Date:** _____
Harold Perrin, Mayor

Attest:

_____ **Date:** _____
Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-12:083 **Version:** 1 **Name:** 2012 CDBG grant for City Youth Ministries
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACTS FOR CITY YOUTH MINISTRIES
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [2012 City Youth2.pdf](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM CONTRACTS FOR CITY YOUTH MINISTRIES
Body
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

City Youth Ministries \$10,000 Summer/Mentoring After School Program

WHEREAS, the City desires the sub-recipient carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
City Youth Ministries, Inc.
City Youth Mentoring Project

City of Jonesboro 2012 CDBG AGREEMENT City Youth Ministries, Inc.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **City Youth Ministries, Inc.**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- To Increase learning by providing support via academic tutoring.
- Improve Benchmark testing in grades 3-12
- Provide economic and career development and social empowerment in our youth grades 7-12 that will cultivate youth's abilities to rise from current scenarios; provide leadership training and team building exercises.
- Families become more involved in their children's academic, social, emotional and physical behaviors in order to help their children make the right choices

Activities:

- After School Enrichment
- Youth Life Skills Development/Mentoring
- Recreational Activities
- Summer Enrichment Activities

Outcome Measurement Tool: Describe evaluation tools methods and benchmark to measure achievement of outcome.

- A survey of the students will be provided with questions that indicate their current grade level performance and results of the program service increases; parents will receive surveys as well.
- Reports Card will verify grades received and a record of achievements will be maintained.
- Test Scores will be verified and records of achievements maintained.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity

- After School Tutoring
- Youth Life Skills Development
- Mentoring
- Family Strengthening

Total Persons/Year
90-100

D. Staffing

E.

The following staff will actively participate in program delivery:
Youth Coordinator, Program Director, Administrative/Bookkeeping, Summer Enrichment Youth Coordinator, and Summer/Fall Tutors (Interns)

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient

within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$10,000.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph II herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph II and in accordance with performance. Payments will be made on a reimbursable basis (with appropriate documentation of expenses). Subrecipient, in its sole discretion, may receive payments for the Program Year (January 1-December 31) retroactive to January 1, of 2011.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	City Youth Ministries
Dept. of Community Development	Rennell Woods
519 W. Washington, P.O. Box 1845	118 Burke Ave., P.O. Box 627
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 932-9398
Fax (870) 933-4626	Fax (870) 932-7342

V. SPECIAL CONDITIONS

NONE

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker’s Compensation

The Subrecipient shall provide Workers’ Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the

above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby

agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

Note: This project will not generate program income.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with

funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or

occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood

in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts

shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:085 **Version:** 1 **Name:** 2012 CDBG grant for Foundation of Arts
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR FOUNDATION OF ARTS
Sponsors: Community Development, Grants
Indexes: Change Order, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR FOUNDATION OF ARTS

Body
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

Foundation of Arts \$10,000 Art Reaches

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
Foundation of Arts
Art Reaches

City of Jonesboro 2012 CDBG AGREEMENT Foundation of Arts

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and the **Foundation of Arts**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- Improve self esteem, self image, and self expression
- Become skilled in areas of fine arts (i.e. dance, drama, music & visual arts)
- Enhance physical strength and coordination
- Build non-verbal communication skills
- Improve standardize test scores
- Improve motor skills
- Encourage and develop teamwork

Activities

- Artistic instruction in art, dance, and drama – program participants will meet with instructor for a minimum of 30 minutes per week
- Program participants will demonstrate skills learned by performance

Outcome Measurements:

- Written evaluations/recommendations by instructor
- Visible demonstration of work and/or skill learns
- Attendance records
- Honors, awards, and other commendation from the program as well as outside the program.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Art Education	365

D. Staffing

The following staff will be actively participating in program delivery:
Executive Director and Education Director, and Community Development Director

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$10,000.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget

information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Foundation of Arts
Dept. of Community Development	Karl Hollander
519 W. Washington, P.O. Box 1845	115 E. Monroe
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 931-1884
Fax (870) 933-4626	Fax (870) 931-8853

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or

- f. disposition of real property acquired or improved with CDBG assistance; Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.**

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient

and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:086 **Version:** 1 **Name:** 2012 CDBG grant for JURHA
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR JURHA (Jonesboro Urban Renewal & Housing Authority).
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR JURHA (Jonesboro Urban Renewal & Housing Authority).

Body
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

JURHA \$10,000 Homeownership Assistance

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
Jonesboro Urban Renewal Housing Authority
Housing Counseling

City of Jonesboro 2012 CDBG AGREEMENT JURHA

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and the **Jonesboro Urban Renewal & Housing Authority**, (hereinafter referred to as the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- One-on-one counseling and homebuyer education classes/counseling
- Education classes/counseling include: budgeting, credit and debt management, post-purchase counseling sessions, group education, mortgage delinquency/default counseling, loss mitigation, and foreclosure prevention.
- Educate partners and potential partners involved in the home buying process (i.e. lenders, realtors, insurance agents, title/closing agents, home inspectors, etc.)

Activities

- One-on-one pre-purchase counseling sessions (avg. 5-10 hours)
- Homebuyer Education class (group sessions-held monthly, minimum 8 hours)
- Post purchase counseling (one-on-one, minimum one hour)
- **Every Client** that receives group education (classes) also receives one-on-one counseling. A file is maintained and services are available as needed.
- Life Skills workshops, including budgeting, managing your credit and debt, and banking your money & savings. Job readiness workshops will also be conducted.

Outcome Measurement:

- Clients are tracked with the Fannie Mae Home Counselor On-line software throughout the process and all progress is recorded and a hard copy file is also maintained.
- Class/counseling sign in sheets stating date/time/length of session
- Quarterly reports will be submitted

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Housing Counseling/Education	60 Households

Staffing

The following staff will be actively participating in program delivery: Housing Counselor

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	\$10,000
TOTAL	\$10,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Jonesboro Urban Renewal Housing Authority
Dept. of Community Development	Sharon Poe, Executive Director
519 W. Washington, P.O. Box 1845	330 Union Street
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 935-9800
Fax (870) 933-4626	Fax (870) 935-6872

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement

shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;

- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the

Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may

include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:087 **Version:** 1 **Name:** 2012 CDBG grant for MidSouth Health Systems
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR MIDSOUTH MENTAL HEALTH SYSTEMS
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR MIDSOUTH MENTAL HEALTH SYSTEMS

Body

WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

MidSouth Mental Health Systems \$8,100 Subsistence for Homelessness Prevention

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$8,100.00
Mid South Health Systems, Inc.
Homeless/ Potentially Homeless
Prevention-Subsistence

City of Jonesboro 2012 CDBG AGREEMENT Mid-South Health Systems, Inc.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **Mid South Health Systems, Inc.**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- Provide emergency subsistence to residents of Jonesboro in imminent danger of homelessness.

Activities:

- Receive referrals from Community Support Program (CSP) staff of clients in imminent danger of homelessness
- Evaluate client referrals to assess if appropriate for one-time emergency subsistence program requirements
- Provide emergency mortgage/rent/utility assistance to appropriate clients

Outcome Measurements:

- Assessment forms of each client maintained, required application, and supporting documentation.
- Billing records of each client maintained
- Quarterly reports will be submitted

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
One-Time Mortgage/Rent/Utility Assistance	18

D. Staffing

The following staff will be actively participating in program delivery:
Community Housing Coordinator

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Program Delivery/Supplies	<u>\$8,100.00</u>
TOTAL	<u>\$8,100.00</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$8,100.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

Grantee

City of Jonesboro
Dept. of Community Development
519 W. Washington, P.O. Box 1845
Jonesboro, AR 72401
Office (870) 933-4635
Fax (870) 933-4626

Subrecipient

Mid South Health Systems, Inc.
Bonnie White, Executive Director
2707 Browns Lane
Jonesboro, AR 72401
Office (870) 972-4000
Fax (870) 972-4968

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject

matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as

provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and

- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal

Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of

equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the

United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The

Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set

forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:088 **Version:** 1 **Name:** 2012 CDBG grant for Habitat for Humanity
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HABITAT FOR HUMANITY
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HABITAT FOR HUMANITY

Body
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

Habitat for Humanity \$10,000 Habitat House - A Central Office

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
Habitat for Humanity
Habitat House – A Central Office

City of Jonesboro 2012 CDBG AGREEMENT HABITAT FOR HUMANITY OF GREATER JONESBORO

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the “Grantee”) and Habitat for Humanity (hereinafter referred to as the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goal:

A physical location for clients to pursue housing will enable clients to meet face-to-face with a representative of Habitat for Humanity instead of waiting for one to two times each year when a special event is held for this purpose. The continuity of the referral source and resulting homes that will be secured will be greatly enhanced.

Activities

- Habitat House will be used as a central office for conducting business
- Provide face-to-face contact for families in need of housing
- Central location for volunteers and potential clients

Outcome Measurements:

- Log of visitors and reason for visit
- Increase in services as new projects are developed
- Record of open houses with attendance log
- Growth in volunteer base

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Housing	240

D. Staffing

The following staff will be actively participating in program delivery:
Administrative Assistant

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$10,000.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Habitat for Humanity
Dept. of Community Development	M.G. Meyering
519 W. Washington, P.O. Box 1845	520 W..Monroe
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 935-3800
Fax (870) 933-4626	Fax (870) 935-3800

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;

- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out

requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may

include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:089 **Version:** 1 **Name:** 2012 CDBG grant for West End Neighborhood Association

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

File created: 6/5/2012 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR WEST END NEIGHBORHOOD ASSOCIATION

Sponsors: Community Development, Grants

Indexes: Contract, Grant

Code sections:

Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title
A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR WEST END NEIGHBORHOOD ASSOCIATION

Body
WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

West End Neighborhood Association \$5,000 Health and Safety Fair

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$5,000.00
West End Neighborhood Assoc.
Health & Safety Fair

City of Jonesboro 2012 CDBG AGREEMENT WEST END NEIGHBORHOOD ASSOCIATION

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and Habitat for Humanity (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goal:

Awareness and education regarding neighborhood health and safety.

Activities

Outcome Measurements:

- Survey of attendees

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Health & Safety Fair	500

D. Staffing

The following staff will be actively participating in program delivery:
None

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$5,000.00</u>
TOTAL	\$5,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u> City of Jonesboro Dept. of Community Development 519 W. Washington, P.O. Box 1845 Jonesboro, AR 72401 Office (870) 933-4635 Fax (870) 933-4626	<u>Subrecipient</u> West End Neighborhood Association Melissa Baldwin 927 W. Matthews Ave. Jonesboro, AR 72401 Office (870) 935-9886 Fax NA
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VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed

on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;

- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances,

and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the

Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants

of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:090 **Version:** 1 **Name:** 2012 CDBG grant for HCSI
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HISPANIC COMMUNITY SERVICES, INC
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR HISPANIC COMMUNITY SERVICES, INC

Body

WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

HCSI \$10,000 Bridge Between Two Cultures

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
Hispanic Community Services, Inc.
Translation Services

City of Jonesboro 2012 CDBG AGREEMENT Hispanic Community Services, Inc.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **the Hispanic Community Services, Inc.**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goals:

- Provide opportunities and referrals for the Hispanic community of Jonesboro (number 1 activity).
- Provide translation and interpretation services for individuals and organizations in Jonesboro (numbers 2 and 3 activity).

Activities

- Provide administration, referral, services, programming and community outreach to low income Hispanics and/or families daily during HCSI normal hours of operation.
- Provide translation and interpretation services for individuals and organizations as requested or contracted.
- Provide interpretation services through a 24/7 bilingual phone line.

Outcome Measurements:

- Track referrals by type of services a month (education, health, employment, financial, social services, legal, other).
- Track individual and agency translation per month.
- Track individual and interpretation calls and services
- Track calls to the hotline and the nature of the call (emergency, service question, Hispanic and English speaking caller, other).

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Translation Services	2,375

D. Staffing

The following staff will be actively participating in program delivery:
Executive Director and Services Director

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$10,000.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the

one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Hispanic Community Services, Inc.
Dept. of Community Development	Gina Gomez
519 W. Washington, P.O. Box 1845	311 W. Huntington
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 931-1884
Fax (870) 933-4626	Fax (870) 931-8853

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or

- f. disposition of real property acquired or improved with CDBG assistance; Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.**

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on

behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns,

to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:091 **Version:** 1 **Name:** 2012 CDBG grant for Life Skills, Inc.
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR LIFE SKILLS INC
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR LIFE SKILLS INC

Body

WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

Life Skills Inc \$5,000 Education

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$5,000.00
Life Skills Center, Inc.
LEAD

City of Jonesboro 2012 CDBG AGREEMENT LIFE SKILLS CENTER, INC.

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and Life Skills Center, Inc. (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goal:

Special needs students with autism and other physical disorders will integrate into the community, graduate from school, and join the work force. They will live independently in the neighborhood. .

Activities

Curriculum instruction
Role-play social scenarios
Sensory activities
Transportation
Art class
Music class

Outcome Measurements:

Parental surveys
Curriculum reports and performance evaluations
Daily observance of daily living performance
Observation of students

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Life skills for developmentally challenged	30

D. Staffing

The following staff will be actively participating in program delivery:
Teacher

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$5,000.00</u>
TOTAL	\$5,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	Life Skills Center, Inc.
Dept. of Community Development	Joanne Steed
519 W. Washington, P.O. Box 1845	217 E. Cherry Ave.
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 932-5551
Fax (870) 933-4626	Fax (870) 932-5552

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;

- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out

requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants

of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #: RES-12:092 **Version:** 1 **Name:** 2012 CDBG grant for NARAN
Type: Resolution **Status:** Recommended to Council
File created: 6/5/2012 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR NARAN
Sponsors: Community Development, Grants
Indexes: Contract, Grant
Code sections:
Attachments: [Contract](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CONTRACT FOR NARAN

Body

WHEREAS, the City has entered into a contact with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1975, as amended; and

WHEREAS, at the Regular City Council Meetings the Jonesboro City Council approved by Resolutions RES-12:055 and by unanimous vote the City's Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following sub-recipients to carry out a stated portion of the programs described in its Annual Action Plan:

Naran \$10,000 Social Services/Homelessness Prevention

WHEREAS, the City desires the sub-recipient to carry out and complete the projects described in the Scope of Services; and

WHEREAS, the sub-recipient represents that they have the capacity to do so, and are willing to carry out those portions of the Community Development Block Grant program described in its application and in the Scope of Services in the AGREEMENT;

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

SECTION 1: 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 said agreements.



HUD Project
\$10,000.00
NEA Regional AIDS Network
Eliminate Barriers

City of Jonesboro 2012 CDBG AGREEMENT NEA Regional AIDS Network

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and the **Northeast Arkansas Regional AIDS Network**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, It is agreed by the parties in exchange of the mutual covenants and agreements set forth herein:

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a service to the City and its low and moderate income residents for the Program Year. The project involves the administration of services, programs and community outreach to low and moderate income persons and/or families as stated under Item C of this contract. These funds will be used to assist low and moderate income U.S. citizens and permanent residents within the City limits of Jonesboro.

Goal:

- To maintain/improve the health of clients by reducing barriers to care and to enhance the lives of household members by reducing stress associated with the financial strain of medical expenses and lack of additional resources.

Activities

- Needs assessment
- Job readiness
- Budgeting

Outcome Measurements:

- Increased access to case management
- Increase accessibility to HIV medications and care
- Access to DHS and SSA services at one location
- Access to nutrition and cleaning supplies for overall health
- Lab results, records collected

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation as stated in the formal application to maintain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Persons/Year</u>
Assist in obtaining medical & social services	50

D. Staffing

The following staff will be actively participating in program delivery:
Case Manager (X2) and Intern

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year. The term of this Agreement and the provisions herein can be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Administration/Program Delivery	<u>\$10,000.00</u>
TOTAL	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content specified by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments shall be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110 which is included in an Administrative Manual, located at 519 West Washington in the City Offices and is available should you need any copies or have any questions.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	NARAN
Dept. of Community Development	Debbie Biazio
519 W. Washington, P.O. Box 1845	1000 South Caraway Rd., Ste 110
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 931-4448
Fax (870) 933-4626	Fax (870) 931-4149

VI. SPECIAL CONDITIONS

NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to

be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever, including legal fees and expenses that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publication and media presentations made possible with funds provided for activities under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Authorization to Enter Agreement

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. It is agreed that the Subrecipient will provide a copy of the board minutes designating said authority, which is to be attached as a permanent part of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;

- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. The Subrecipient shall submit Intake Forms with each quarterly report to the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out

requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. **Note: This project will not generate program income.**

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports quarterly or upon request to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement unless a written agreement is executed by both parties.

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement. Failure to do so will result in denial of expenditure.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against those with disabilities in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

The Subrecipient will use its best efforts to afford minority - and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of

the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA STATEMENT

The Subrecipient will, in all solicitations or advertisements for employees placed or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX (A), Civil Rights, and (B), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with those requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. No person having such a financial interest shall be employed or retained by the Subrecipient hereunder.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

City of Jonesboro

Harold Perrin, Mayor

Date: _____

Attest: _____
Donna Jackson, City Clerk

Date: _____

Approved as to form and legal sufficiency:

Phillip Crego, City Attorney

Date: _____

Subrecipient

Authorized Representative, Title

Date: _____



Legislation Details (With Text)

File #:	RES-12:103	Version:	1	Name:	Grant agreement with Winthrop Rockefeller Foundation
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/13/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A GRANT AGREEMENT WITH THE WINTHROP ROCKEFELLER FOUNDATION FOR A TWO-YEAR \$100,000 NON-MATCH GRANT TO FUND THE NORTH JONESBORO NEIGHBORHOOD INITIATIVE.				
Sponsors:	Grants				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	Contract				

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A GRANT AGREEMENT WITH THE WINTHROP ROCKEFELLER FOUNDATION FOR A TWO-YEAR \$100,000 NON-MATCH GRANT TO FUND THE NORTH JONESBORO NEIGHBORHOOD INITIATIVE.

Body

WHEREAS, the City of Jonesboro, Arkansas has been awarded a private grant from the Winthrop Rockefeller Foundation in the amount of \$100,000; and

WHEREAS, there is no match requirement from the City of Jonesboro; and

WHEREAS, the grant award period is from July 1, 2012 to July 1, 2014; and

WHEREAS, said funding will be utilized to support the North Jonesboro Neighborhood Initiative.

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 this grant agreement with the Winthrop Rockefeller Foundation; and

SECTION 2: The Grants and Community Development Department will administer said grant; and

SECTION 3: 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.



WINTHROP
ROCKEFELLER
FOUNDATION

June 12, 2012

Mayor, Harold Perrin
City of Jonesboro
515 West Washington Ave.
PO Box 1845
Jonesboro, AR 72403-1845

RE: North Jonesboro Neighborhood Initiative
Grant # 9-1222 *(Please reference on all correspondence)*

Dear Mayor Perrin:

We are pleased to inform you that the Winthrop Rockefeller Foundation (WRF) has taken action to support the City of Jonesboro as the fiscal sponsor for North Jonesboro Neighborhood Initiative (NJNI), with a grant of \$100,000.00 for the period July 1, 2012 through July 1, 2014.

This grant is intended to provide core staff and administrative support for the implementation of the NJNI strategic plan. Cory Anderson, Vice President, will be responsible for the management of this grant.

Description of Work and Products

As detailed in your grant proposal, NJNI, with the City of Jonesboro as the fiscal agent, will:

- Develop a NJNI Advisory Board that includes residents and community partners to implement the North Jonesboro strategic plan
- Develop a marketing plan with promotional materials and a video to educate North Jonesboro residents, business and education stakeholders, and the community at-large about the community change process
- Organize a team of AmeriCorps Service members to provide direct services to the community as identified in the strategic plan
- Develop a youth advisory board to assist and inform the strategic activities of the main advisory board
- Develop and implement a North Jonesboro mini-grant program for neighborhood revitalization

M A K I N G A D I F F E R E N C E I N A R K A N S A S

Payment Provisions

Based on the approved budget, WRF agrees to pay City of Jonesboro to support NJNI \$100,000.00 in this work. Payment will be made in two (2) installments, subject to the terms and conditions, as follows:

\$58,450 upon receipt of this **fully executed original Letter of Agreement and completed EFT form with a copy of a voided check**
\$41,550 on or around **July 15, 2013**

Our understanding is that these funds will be spent according to the attached budget. Any changes in this approved budget that exceed 10 percent of any line item, as well as any changes in key personnel, must be approved in advance by WRF.

Reporting Requirements

NJNI will submit the following reports to WRF, including a Budget Expenditure Report:

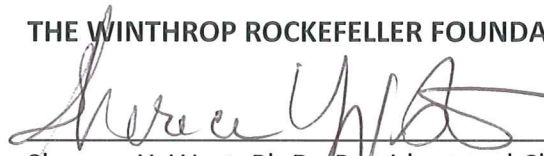
Progress Report	Due: January 2, 2013
Progress Report	Due: July 2, 2013
Progress Report	Due: January 2, 2014
Final Report	Due: June 30, 2014

Please note remaining grant payment(s) are contingent upon timely receipt of required Progress and Expenditure Reports. Further specific provisions of this grant are described in the attached Winthrop Rockefeller Foundation Grant Contract Terms and Conditions.

I hope you find the terms of this grant acceptable. Please indicate this by signing below and returning the completed original Letter of Agreement to WRF's office.

On behalf of the Winthrop Rockefeller Foundation, I look forward to a productive relationship.

THE WINTHROP ROCKEFELLER FOUNDATION



Sherece Y. West, Ph.D. President and Chief Executive Officer

Date: June 12, 2012

Accepted by: **City of Jonesboro**

Name: Mayor Harold Perrin

Signature: _____

Date: _____

Copy w/att: Ms. Heather Clements, Grants Administrator



**THE WINTHROP ROCKEFELLER FOUNDATION
GRANT CONTRACT TERMS AND CONDITIONS
City of Jonesboro,
North Jonesboro Neighborhood Initiative
GRANT #9-1222**

1. **Use of Grant Funds:** Grant funds will only be used for religious, charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue code of 1954, as amended (the "Code"), and more specifically you may use the grant funds only for the purpose outlined in the Letter of Agreement.

You agree to complete the scope of work as detailed in your proposal submitted to the Winthrop Rockefeller Foundation and approved by staff.

You acknowledge that the Winthrop Rockefeller Foundation (WRF, the "Foundation") has not earmarked the use of the grant funds or any portion thereof for any other organization or individual.

You acknowledge that the grant funds will be expended as specifically itemized in the approved line item budget. **(A copy of your Approved Budget, Attachment A, is incorporated into this agreement by reference.)** You acknowledge that you will repay to the Winthrop Rockefeller Foundation any portion of the amount granted and interest income arising from such amount that is *not used for the purpose of this grant*.

Revisions to the grant budget or the approved scope of work must be pre-approved. All requests for revisions to the approved budget or scope of work must be submitted using forms available from the Foundation. Requests for forms may be submitted electronically to programstaff@wrfoundation.org.

2. **Quality of Work:** Both the quality of the work and progress toward achieving the goals of the grant will be subject to review by the Foundation. Progress may be monitored by on-site visits by representatives of the Foundation. In particular, the Foundation may monitor the continued commitment of personnel involved in the work of the grant. In addition, the Foundation will, throughout the term of the grant, consider whether continuation of the work of the grant is in the interest of the general public. If the Foundation is not satisfied with the quality of the work or progress toward achieving the goals of the grant, if the Foundation is of the opinion that you are incapable of satisfactorily completing the work of the grant, or if the Foundation determines that continuation of the grant is not reasonably in the interest of the general public, the Foundation may, in its discretion, declare the grant terminated. The Foundation's determination as to the quality of work being performed, the progress being made toward the goals of the grant, your ability to satisfactorily complete the work of the grant, and whether continuation of the work of the

grant is in the interest of the general public will be final and will be binding and conclusive upon you insofar as further grant payments are concerned.

3. **Certification and Maintenance of Exempt Organization Status:** You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and “not a private foundation,” within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

4. **Reporting Requirements:** You agree to comply with the provisions described in **Reporting Requirements, Attachment B, which is incorporated into this agreement by reference.**

You agree to provide a copy of your most recent audit, including the opinion letter, annually, and provide the Foundation with immediate notification of any changes in your tax exempt status as soon as it occurs.

5. **Special Reporting Requirements; Ability to Perform; Changes in Key Personnel:** You will promptly report any changes in conditions that materially affect your organization’s ability to fulfill the terms of this grant (Examples: mergers, dissolution, bankruptcy, mass resignation of board members, loss of use of facilities). Further, you will immediately report any changes in key personnel (e.g., organization’s chief executive, coordinator of the project), indicating the person’s name, position, and as applicable, replacement; and describe how the transition of these person(s) impact this project.

6. **License Agreement:** The Foundation is hereby granted a non-exclusive, fully paid-up, irrevocable, perpetual, world-wide right and license to use the works produced with WRF funds for all Foundation purposes. Fees may be charged to cover the costs of reproduction and distribution of grant-produced materials, but no grant-produced materials may be sold for profit by any party.

7. **Copies of Grant-Funded Products:** Unless otherwise indicated, you will furnish two copies of any printed publications or audio/visual materials (works) produced with WRF funds and include acknowledgement of WRF support in all such publications or productions in conformance with the **Publicity Guidelines, Attachment C, which is incorporated into this agreement by reference.** If the information produced with WRF funds is located on a website, you agree to provide the site contents to WRF for review prior to its posting on the Web. You agree to provide WRF unrestricted access to the website or for those pages on the website containing the information produced with WRF funds (Usage passwords and registration authorization must be provided to the WRF). You also hereby grant WRF the right, in its sole discretion, to provide a link to your website or to any relevant portion of the site.

8. **Acknowledgement of Support:** All manuscripts, papers, releases, exhibits, or interviews prepared for meetings, the public or private press, magazines, periodicals, radio, television, Internet websites, or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. **(See Attachment C.)** As part of the acknowledgement of WRF support, you may provide a link to the WRF website; however, the Foundation may revoke such permission at any time.
9. **Records:** You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds and will make such books, records, and supporting documentation available to the Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period.
10. **Violation of Terms; Change of Status:** In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you. If annual or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received and may terminate the grant if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
11. **Termination:** Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant project no later than seven (7) days following your receipt of written notice of termination by the Foundation.
12. **Future Funding:** You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
13. **Modification:** This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation, using forms specified in this document, as appropriate.
14. **Applicable Law:** This agreement will be construed in accordance with the laws of the State of Arkansas.

Approved Project Budget					
Organization:		City Of Jonesboro			
Project Name:		North Jonesboro Neighborhood Initiative			
Budget Period:		July 1, 2012 - June 30, 2014			
	<i>WRF Budget YR 1</i>	<i>WRF Budget YR 2</i>	<i>Total 2 YR WRF Budget</i>	<i>Funding from Other Sources</i>	<i>TOTAL</i>
Direct Costs:					
Personnel:					
Community Serv. Coord.	35,000	25,000	60,000	23,000	83,000
Strategic Planning Assistance	10,000	5,000	15,000	-	15,000
AmeriCorps Stipends	-	-	-	212,800	212,800
Fringe Benefits	10,000	8,000	18,000	-	18,000
Total Personnel	55,000	38,000	93,000	235,800	328,800
Non-Personnel:					
Telephone	-	-	-	8,000	8,000
Supplies	-	-	-	5,000	5,000
Printing & Publications	1,500	1,500	3,000	7,000	10,000
Travel	1,200	1,300	2,500	-	2,500
Office Furniture & Equipment	-	-	-	13,000	13,000
Office Space for Two Sites	-	-	-	48,000	48,000
Utilities for two sites	-	-	-	72,000	72,000
Food for Network Dinners	750	750	1,500	-	1,500
Small Grants Program	-	-	-	60,000	60,000
Total Non-Personnel	3,450	3,550	7,000	213,000	220,000
Total Project Budget	58,450	41,550	100,000	448,800	548,800

ORGANIZATION NAME: City of Jonesboro
PROJECT NAME: North Jonesboro Neighborhood Initiative
GRANT NUMBER: 9-1222 *(Please reference on all correspondence.)*

REPORTING INFORMATION:

The Winthrop Rockefeller Foundation (WRF) reporting process is intended to help identify successful practices, inform others, and maintain accountability. It is our hope that reflection on the questions that follow will facilitate the reporting process and help to better measure the outcomes realized through your initiative.

Submit reports to WRF on the use of the funds, compliance with the terms of the Grant Contract, and the progress made toward achieving the goals of the project. If required reports are not received in a timely manner, the Foundation may withhold further grant payments until the report is received.

PROGRESS REPORT:

The progress report is a brief description of your work to this point and how the funds have been expended. For your progress report, we ask that you submit the following:

1. A one page narrative on your overall progress, barriers, and/or learnings to date.
2. An expenditure report, using the budget form provided by WRF, reflecting actual expenses against your approved budget. Note if there were any budget revisions approved during this reporting period.
3. A copy of your organization's most recent audited financial statements. These may be attached separately. If the most recent audited financial statements have been included with a previous report, please indicate.

FINAL REPORT:

The final report is a more extensive description of your organization's progress in carrying out the goals of the grant. For your final report, answer the following and re-state the numbered question prior to each:

1. Please describe your progress made to:
 - a. Develop a NJNI Advisory Board that includes residents and community partners to implement the North Jonesboro strategic plan
 - b. Develop a marketing plan with promotional materials and a video to educate North Jonesboro residents, business and education stakeholders, and the community at-large about the community change process

- c. Organize a team of AmeriCorps Service members to provide direct services to the community as identified in the strategic plan
 - d. Develop a youth advisory board to assist and inform the strategic activities of the main advisory board
 - e. Develop and implement a North Jonesboro mini-grant program for neighborhood revitalization
2. What barriers or challenges have you identified during this reporting period? How do you plan to address these barriers or challenges?
3. What other resources have you been able to **leverage** and/or outside partners have you been able to engage in support of this project? Please list these partners and briefly describe the nature of their contribution or commitment to this effort. Please be specific about the dollar value amount of both direct and/or in-kind support.
4. Please describe the **impact** this project has had on the following:
 - a. The development of the NJNI Advisory Board and Youth Advisory Board
 - b. Establishment of an organized AmeriCorp Service Team
 - c. Development of additional funding mechanisms for community change
 - d. The number of residents, faith leaders, and business leaders newly engaged in the change process
5. Please describe your plans to sustain these program components at the conclusion of WRF's support.
6. Using the budget form provided by WRF, provide an expenditure report reflecting actual expenses against your approved budget. Note if there were any budget revisions approved during this reporting period.
7. Please provide a copy of your organization's most recent audited financial statements. These may be attached separately. If the most recent audited financial statements have been included with a previous report, please indicate.

REPORTING INSTRUCTIONS:

Reports may be submitted in electronic or paper copy formats, although electronic submissions are preferred. Submit electronic copies of reports in formats compatible with Microsoft Word and Microsoft Excel to: programstaff@wrfoundation.org. Mail paper copies of reports to: Program Staff, Winthrop Rockefeller Foundation, 225 East Markham Street, Suite 200, Little Rock, AR 72201.

The Winthrop Rockefeller Foundation (WRF, the "Foundation") encourages grant recipients to publicize the award of a grant. Publicizing grants can draw greater attention to your effort to make a difference in Arkansas.

Please follow these guidelines:

NEWS AND PRESS RELEASES:

- The Foundation should always be referenced to as "**Winthrop Rockefeller Foundation**" and not as "The Rockefeller Foundation."
- The Foundation should be identified as a funder and not referred to as a "partner."
- The Foundation's program staff expects to preview all press releases containing the name of the Foundation in advance. Items may be sent to:
programstaff@wrfoundation.org.
- In some cases, the Foundation reserves the right to publicize grants and initiate the lead in the news release of specific grants.

PUBLICATIONS; WEBSITES:

- Articles, published information, and website information related to this grant shall be forwarded to the Foundation's program staff **prior** to its release.
- The Foundation expects to be acknowledged in publications, website information, and media presentations.
- Communication material created with a WRF grant cannot be sold by the grantee organization.
- In keeping with copyright restrictions, use of WRF photographs and images is prohibited unless written approval is obtained from the Foundation. Please send requests for approval to: programstaff@wrfoundation.org.

Please include the following Winthrop Rockefeller Foundation background information paragraph in all press releases:

For over 35 years, the Winthrop Rockefeller Foundation has worked to make a difference by helping to build and sustain the organizations that serve and strengthen Arkansas. Through grantmaking and strategic partnerships, WRF is working even harder to help close the economic and educational gaps that leave too many Arkansas families in persistent poverty. Working together, the needle can and must move from poverty to prosperity for all Arkansans. For more information on the Winthrop Rockefeller Foundation, go to www.wrfoundation.org.

PHOTOGRAPHS:

WRF is interested in receiving compelling photographs that pertain to the grant for possible use on our website or in WRF publications. A signed release form, which is enclosed, must accompany any photograph(s) sent to the Foundation. These photographs will become the property of WRF and cannot be returned. While we value and appreciate your willingness to share photographs, please understand that we will be selective in deciding which photographs to post or publish.

ADDITIONAL INFORMATION OR ASSISTANCE:

If you have any questions regarding these publicity guidelines or need assistance, please contact Cory Anderson, Vice President, Winthrop Rockefeller Foundation, 225 East Markham Street, Suite 200, Little Rock, Arkansas 72201, telephone 501-376-6854.

Release of Photography – Minor

I am authorized to act on behalf of

I hereby give permission for photographs of

to be taken and used by the Winthrop Rockefeller Foundation for purposes of public information and publicity. I understand that these photographs may appear in the Winthrop Rockefeller Foundation's annual report, other publications, and the web site.

I further understand that I am releasing any interest in these photographs.

PLEASE PRINT

Child's Name _____

Name of Authorized Adult _____

Signature of Authorized Adult _____

Date _____ Witness _____

Signature of Witness _____

Release of Photography - Adult

I hereby give permission for photographs of

to be taken and used by the Winthrop Rockefeller Foundation for purposes of public information and publicity. I understand that these photographs may appear in the Winthrop Rockefeller Foundation's annual report, other publications, and the web site.

I further understand that I am releasing any interest in these photographs.

PLEASE PRINT

Name _____

Signature _____

Date _____ Witness _____

Signature of Witness _____



**WINTHROP
ROCKEFELLER
FOUNDATION**

Request for Electronic Funds Transfer

(Please type directly into form using the typewriter tool in Adobe)

Organization Name: City of Jonesboro

Grant Number: 9-1222

Contact Information of the individual to be notified when the transfer has been completed:

Name & Title:

Email:

Phone Number:

Recipient Bank:

Recipient Bank Address:

City, State Zip:

{PLEASE DO NOT PROVIDE WIRE INFORMATION}

Your Routing (ABA) Number for ACH Transfers is different from your "wire" information.

Please check with your financial institution for clarification regarding your specific account, if necessary.

Routing (ABA) Number for ACH Transfers:

Recipient Account Name:

Account Number:

Account is: **Checking:** **OR** **Savings:**

Name:

Title:

Date:

Signature: _____

Please attach a copy of a voided check or savings deposit statement

M A K I N G A D I F F E R E N C E I N A R K A N S A S



Legislation Details (With Text)

File #: ORD-12:032 **Version:** 1 **Name:** Amend the budget to add a North Jonesboro Initiative Community Service Coordinator

Type: Ordinance **Status:** First Reading

File created: 6/5/2012 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A NORTH JONESBORO INITIATIVE COMMUNITY SERVICE COORDINATOR IN THE GRANTS DEPARTMENT

Sponsors: Grants, Human Resources

Indexes: Position - creation/amendment

Code sections:

Attachments: [N Jonesboro Initiative Comm Ser Coord](#)

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

Title

AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A NORTH JONESBORO INITIATIVE COMMUNITY SERVICE COORDINATOR IN THE GRANTS DEPARTMENT

Body

WHEREAS, Ordinance Number 11:809 adopted the 2012 Budget; and

WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Grant Department, that the position of North Jonesboro Initiative Community Service Coordinator be added at a grade 119 with a salary range of \$41,777 to \$62,664;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The annual 2012 budget of the City of Jonesboro is amended by the addition of a North Jonesboro Initiative Community Service Coordinator in the Grants Department.

SECTION 2: The City Salary & Administration Plan is amended to include the position of North Jonesboro Initiative Community Service Coordinator grade 119 with a salary range of \$41,777 to \$62,664.

March 2011

N Jonesboro Initiative Comm Ser Coord

Job Description

Exempt: Yes
Department: Grants and Community Development
Reports To: Grant Administrator
Location: 515 West Washington Ave. Jonesboro, AR
Date Prepared: May 10, 2012
Date Revised: June 05, 2012

GENERAL DESCRIPTION OF POSITION

The NJNI Community Services Coordinator will be responsible for the daily activities of the revitalization Initiative in North Jonesboro. This position will serve as the liaison between the AmeriCorps Service Members, the NJNI Community Board, the Youth Advisory Board, the Stakeholders, the residents, and the neighborhood networks. This position will coordinate with multiple organizations to ensure implementation of the NJNI Strategic Plan. The AmeriCorps Service Members will report to this position. This position reports to the Grants Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Coordinate the daily placements of the AmeriCorps Service Members. This duty is performed daily, about 20% of the time.
2. Establish and foster on-going relationships with stakeholders for NJNI. This duty is performed daily, about 20% of the time.
3. Facilitate monthly NJNI Community Board meetings and sub-committee meetings. This duty is performed weekly, about 10% of the time.
4. Facilitate monthly Pastors meetings. This duty is performed weekly, about 10% of the time.
5. Provide oversight to the NJNI Youth Advisory Board activities. This duty is performed weekly, about 10% of the time.
6. Facilitate monthly community meetings for North Jonesboro residents. This duty is performed weekly, about 10% of the time.
7. Coordinate with the Grants Project Coordinator to maintain financial expenditures and reimbursements. This duty is performed weekly, about 10% of the time.
8. Coordinate with the Rockefeller Foundation Technical Assistance Team. This duty is performed weekly, about 10% of the time.
9. Perform any other related duties as required or assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

Broad knowledge of such fields as advanced accounting, marketing, business administration, finance, etc. Equivalent to four years of college, plus 2 years related experience and/or training, and 2 years related management experience, or equivalent combination of education and experience.

COMMUNICATION SKILLS

Ability to write reports, business correspondence, and policy/procedure manuals; Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply and divide numbers. Ability to perform these mathematical skills using money and other forms of measurement.

CRITICAL THINKING SKILLS

Ability to solve practical problems and deal with a variety of known variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, or diagram formats.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS

None

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS

None

SOFTWARE SKILLS REQUIRED

Intermediate: Presentation/PowerPoint, Spreadsheet, Word Processing/Typing

INITIATIVE AND INGENUITY**SUPERVISION RECEIVED**

Under direction where a definite objective is set up and the employee plans and arranges own work, referring only unusual cases to supervisor.

PLANNING

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work, in addition, the work operations of a group of employees, all performing basically the same type of work.

DECISION MAKING

Performs work operations which permit frequent opportunity for decision-making of minor importance and also frequent opportunity for decision-making of major importance, either of which would affect the work operations of small organizational component and the organization's clientele.

MENTAL DEMAND

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences

are involved.

ANALYTICAL ABILITY / PROBLEM SOLVING

Moderately directed. Activities covered by wide-ranging policies and courses of action, and generally directed as to execution and review. High order of analytical, interpretative, and/or constructive thinking in varied situations.

SUPERVISORY RESPONSIBILITIES

Supervises a small group (3-7) of employees, usually of lower classifications. Assigns and checks work; assists and instructs as required and performs same work as those supervised, or closely related work, a portion of the time. Content of the work supervised is of non-technical nature, but presents numerous situations to which policies and precedents must be interpreted and applied.

Supervises the following departments: None

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT

Occasionally responsible for organization's property where carelessness, error, or misappropriation would result in moderate damage or moderate monetary loss to the organization. The total value for the above would range from \$150,000 to \$1,000,000.

ACCURACY

Probable errors would normally not be detected in succeeding operations and could possibly affect organization-patron relationship, involve re-work, or additional expenditures in order to properly resolve the error. The possibility of such errors would occur quite frequently in performance of the job. May also cause inaccuracies or incomplete information that would be used in other segments of the organization as a basis for making subsequent decisions, plans, or actions.

ACCOUNTABILITY

FREEDOM TO ACT

Defined. Semi-repetitive prescribed processes and procedures with nearby supervision.

ANNUAL MONETARY IMPACT

Small. Job creates a monetary impact for the organization from \$100,000 to \$1mm.

IMPACT ON END RESULTS

Major impact. Job has a considerable impact on the organization's end results. A high level of accountability to generate, manage, and/or control funds within a department and/or total organization.

PUBLIC CONTACT

Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the

organization.

EMPLOYEE CONTACT

Contacts with other departments or offices and also frequently with individuals in middle level positions; consulting on problems which necessitate judgment and tact in presentation to obtain cooperation or approval of action to be taken. Also, important contacts with associates as required in advanced supervisory jobs, plus frequent contact with senior level internal officials.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Occasional use of highly complex machines and equipment; specialized or advanced software programs.

WORKING CONDITIONS

Periodically exposed to such elements as noise, intermittent standing, walking, occasionally pushing, carrying, or lifting; but none are present to the extent of being disagreeable.

ENVIRONMENTAL CONDITIONS

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

PHYSICAL ACTIVITIES

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

Moderate diversity, low physical. Work activities which allow for a moderate amount of diversity in the performance of tasks which are not as varied as those positions with high-level diversity and decision-making.

While performing the functions of this job, the employee is continuously required to talk or hear; frequently required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms, taste or smell; occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds.

ADDITIONAL INFORMATION

None.



Legislation Details (With Text)

File #:	ORD-12:035	Version:	1	Name:	Creation of rehab project coordinator for Grants
Type:	Ordinance	Status:		Status:	First Reading
File created:	6/21/2012	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A REHAB PROJECT COORDINATOR IN THE GRANTS DEPARTMENT				
Sponsors:	Grants, Human Resources				
Indexes:	Position - creation/amendment				
Code sections:					
Attachments:	Rehab Project Coordinator.pdf				

Date	Ver.	Action By	Action	Result
6/26/2012	1	Finance & Administration Council Committee		

title

AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A REHAB PROJECT COORDINATOR IN THE GRANTS DEPARTMENT

Body

WHEREAS, Ordinance Number 11:809 adopted the 2012 Budget; and

WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing in the Grant Department, that the position of Rehab Project Coordinator be added at a grade 113 with a salary range of \$31,838 to \$47,758.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The annual 2012 budget of the City of Jonesboro is amended by the addition of a Rehab Project Coordinator in the Grants Department.

SECTION 2: The City Salary & Administration Plan is amended to include the position of Rehab Project Coordinator grade 113 with a salary range of \$31,838 to \$47,758.

March 2011

Rehab Project Coordinator

Job Description

Exempt: No
Department: Rehab Project Coordinator
Reports To: Grants Administrator
Location: 515 West Washington Ave
Date Prepared: June 13, 2012
Date Revised: June 20, 2012

GENERAL DESCRIPTION OF POSITION

This position is responsible for the implementation of the CDBG-funded Rehab projects and the HOME-funded Rehab projects, and other grant-funded project implementation when needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Process Rehab Applications for both CDBG-funded and HOME funded low to moderate income clients. This duty is performed daily, about 10% of the time.
2. Inspect qualified applicants' homes to determine an appropriate work description. This duty is performed daily, about 10% of the time.
3. Write work descriptions for home rehab projects. This duty is performed daily, about 10% of the time.
4. Conduct the bid process for all home rehab projects. This duty is performed daily, about 10% of the time.
5. Coordinate with the contractors and home owners to ensure proper policies and procedures are followed. This duty is performed daily, about 10% of the time.
6. Oversee the rehab project from start to finish, taking pictures, and inspecting continuously. This duty is performed daily, about 10% of the time.
7. Schedule final inspections between home owner, contractor, and Chief Building Official. This duty is performed daily, about 10% of the time.
8. Document file according to all policies and procedures to ensure full validation of home rehab checklist. This duty is performed daily, about 10% of the time.
9. Collaborate with the CDBG Coordinator and the Grants Project Coordinator on all fiscal management. This duty is performed daily, about 10% of the time.
10. Assist with other grant-funded project implementation when needed and as instructed. This duty is performed daily, about 10% of the time.
11. Perform any other related duties as required or assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

Broad knowledge of such fields as advanced accounting, marketing, business administration, finance, etc. Equivalent to four years of college, plus 19 to 23 months related experience and/or training, and 1 to 6 months related management experience, or equivalent combination of education and experience.

COMMUNICATION SKILLS

Ability to effectively communicate information and respond to questions in person-to-person and small group situations with customers, clients, general public and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to prepare and interpret bar graphs.

CRITICAL THINKING SKILLS

Ability to utilize common sense understanding in order to carry out written, oral or diagrammed instructions. Ability to deal with problems involving several known variables in situations of a routine nature.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS

None.

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS

State of Arkansas Contractor's License and / or Advanced Training in Construction, Building Codes, Housing Inspections, and / or Code Enforcement.

SOFTWARE SKILLS REQUIRED

Intermediate: Spreadsheet, Word Processing/Typing

Basic: Presentation/PowerPoint

INITIATIVE AND INGENUITY

SUPERVISION RECEIVED

Under general supervision where standard practice enables the employee to proceed alone on routine work, referring all questionable cases to supervisor.

PLANNING

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work; may also occasionally assist in the planning of work assignments performed by others within a limited area of operation.

DECISION MAKING

Performs work operations which permit infrequent opportunity for decision-making of minor importance and which would only affect the operating efficiency of the individual involved to a slight degree.

MENTAL DEMAND

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences are involved.

ANALYTICAL ABILITY / PROBLEM SOLVING

Moderately structured. Fairly broad activities using moderately structured procedures with only generally guided supervision. Interpolation of learned things in somewhat varied situations.

SUPERVISORY RESPONSIBILITIES

No supervision.

Supervises the following departments: None.

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT

Occasionally responsible for organization's property where carelessness, error, or misappropriation would result in moderate damage or moderate monetary loss to the organization. The total value for the above would range from \$5,000 to \$150,000.

ACCURACY

Probable errors of internal and external scope would have a moderate effect on the operational efficiency of the organizational component concerned. Errors might possibly go undetected for a considerable period of time, thereby creating an inaccurate picture of an existing situation. Could cause further errors, losses, or embarrassment to the organization. The possibility for error is always present due to requirements of the job.

ACCOUNTABILITY**FREEDOM TO ACT**

Generally controlled. General processes covered by established policies and standards with supervisory oversight.

ANNUAL MONETARY IMPACT

Very small. Job creates a monetary impact for the organization up to an annual level of \$100,000.

IMPACT ON END RESULTS

Minimal impact. Job has little or no impact on the organization's end results. Job is focused on non-decision making activities or inconsequential duties.

PUBLIC CONTACT

Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the organization.

EMPLOYEE CONTACT

Contacts with other departments or offices and also frequently with individuals in middle level positions; consulting on problems which necessitate judgment and tact in presentation to obtain cooperation or approval of action to be taken. Also, important contacts with associates as required in advanced supervisory jobs.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Regular use of complex machines and equipment (desktop/laptop computer and software, road and production machines and equipment, etc.)

WORKING CONDITIONS

Periodically exposed to such elements as noise, intermittent standing, walking, occasionally pushing, carrying, or lifting; but none are present to the extent of being disagreeable.

ENVIRONMENTAL CONDITIONS

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

PHYSICAL ACTIVITIES

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

Semi-repetitive, low physical. Semi-repetitive type work which requires periods of concentration for varied time cycles as prescribed by the tasks.

While performing the functions of this job, the employee is continuously required to talk or hear; regularly required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms, taste or smell; and frequently required to stoop, kneel, crouch, or crawl; occasionally required to climb or balance. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision; distance vision; color vision; peripheral vision; depth perception; and ability to adjust focus.

ADDITIONAL INFORMATION

Not indicated.



Legislation Details (With Text)

File #:	ORD-12:033	Version:	1	Name:	Rezoning for Grayson Investments
Type:	Ordinance	Status:		Status:	Second Reading
File created:	6/6/2012	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 3701 EAST JOHNSON AVENUE AS REQUESTED BY GRAYSON INVESTMENTS				
Sponsors:					
Indexes:	Appeal hearing, Rezoning				
Code sections:					
Attachments:	Plat MAPC Report MAPC Record of Proceedings Appeal Letter				

Date	Ver.	Action By	Action	Result
6/19/2012	1	City Council		

title
AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES

body
WHEREAS, the following described lands located in Jonesboro, Craighead County, Arkansas, are currently zoned C-3 LUO, commercial use classification with limited use overlay (the "Property"):

The part of the southeast quarter of the northwest quarter of section 10, T14N-R4E, more particularly described as follows; commence at the center of section 10, T14N-R4E, thence west on the quarter section line 996.10 feet; thence north 330.10 feet to the point of beginning; thence east 200.00 feet; thence N 00_06'34" E 410.70 feet (record north 410.60') to the south right-of-way of Johnson Street (Hwy. 49); Thence S 58_27'51" W along said highway right-of-way 235.57 feet (record S 57_57' W 238'); thence south 287.60 feet to the point of beginning, containing 1.61 acres, more or less.

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

SECTION I: The Zoning Ordinance of the City of Jonesboro, Arkansas, codified as Title 14 of the Jonesboro Municipal Code, should be, and hereby is amended so that the Property described herein shall be zoned as C-3 LUO with the existing uses as well as those set forth in Section II.

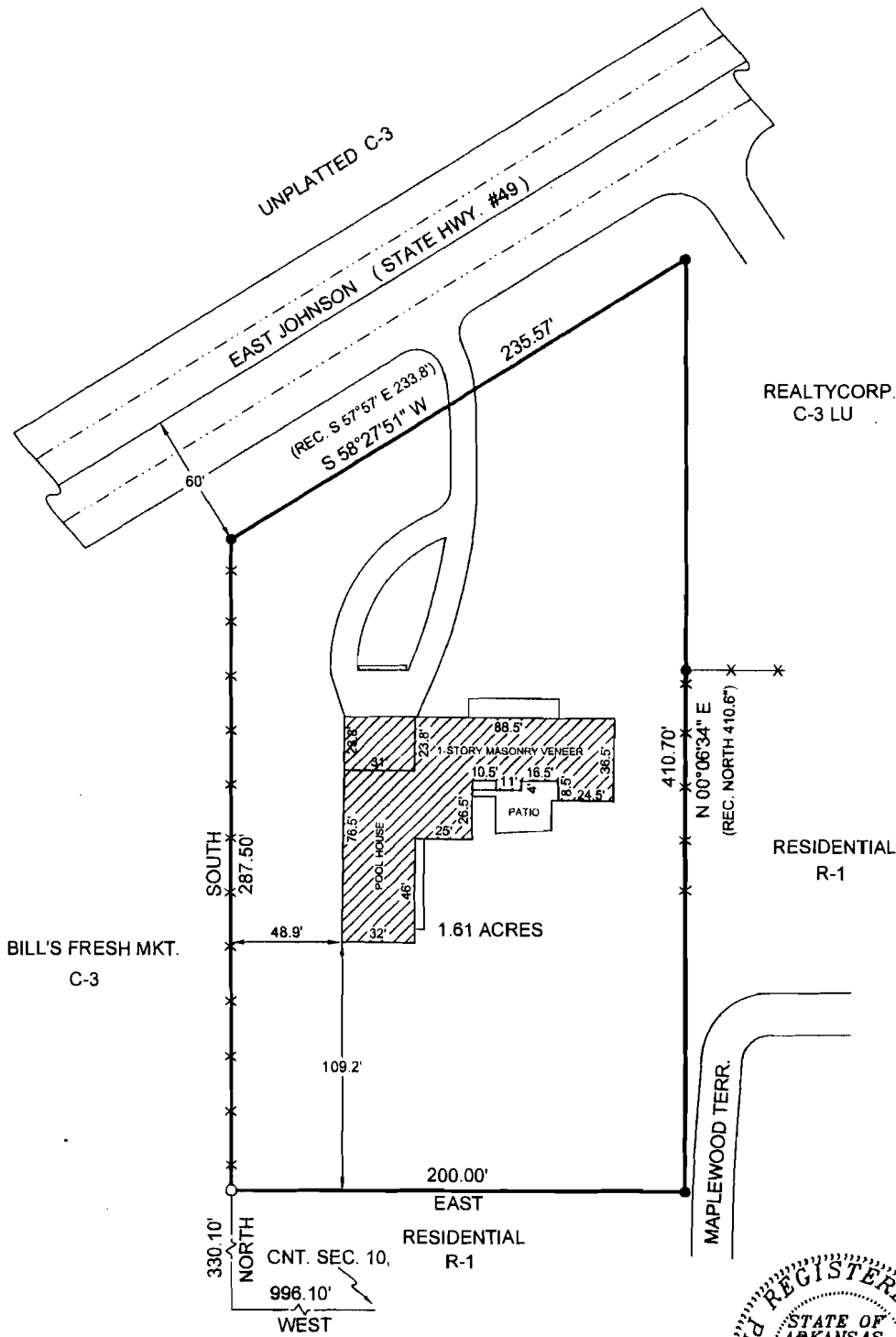
SECTION II: The following uses are hereby allowed by approval of the City Council:

- a. Animal care, general
- b. Animal care, limited
- c. Auditorium or stadium
- d. Automated teller machine
- e. Bank or financial institution
- f. Church
- g. College or university
- h. Communication tower
- i. Construction sales and service
- j. Convenience store
- k. Day care, limited
- l. Day care, general
- m. Funeral home
- n. Government service
- o. Hospital
- p. Hotel or motel
- q. Indoor firing range
- r. Library
- s. Medical service/office
- t. Nursing home
- u. Office, general
- v. Parking lot, commercial
- w. Parks and recreation
- x. Post office
- y. Recreation/entertainment, indoor
- z. Recreation/entertainment outdoor
- aa. Recreational vehicle park
- bb. Restaurant, fast food
- cc. Restaurant, general
- dd. Retail/service
- ee. Safety services
- ff. Vehicle and equipment sales
- gg. Vehicle repair, general
- hh. Vehicle repair, limited
- ii. Warehouse, residential (mini) storage
- jj. Vehicular and equipment storage yard
- kk. All other previously approved uses

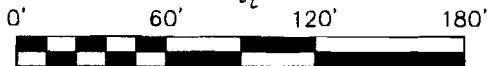
SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the Property, so that the zoning classification of the Property shall be in accordance with the provisions of this Ordinance.

PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10, T14N-R4E, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE CENTER OF SECTION 10, T14N-R4E, THENCE WEST ON THE 1/4 SECTION LINE 996.10 FEET; THENCE NORTH 330.10 FEET TO THE POINT OF BEGINNING; THENCE EAST 200.00 FEET; THENCE N 00°06'34" E 410.70 FEET (RECORD NORTH 410.60') TO THE SOUTH RIGHT-OF-WAY OF JOHNSON STREET (HWY. 49); THENCE S 58°27'51" W ALONG SAID HIGHWAY RIGHT-OF-WAY 235.57 FEET (RECORD S 57°57' W 233.8'); THENCE SOUTH 287.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1.61 ACRES, MORE OR LESS.



4/5/2012



LEGEND

These standard symbols will be found in the drawing.

- SET 1/2" REBAR
- FND. PIPE
- ⊕ CALC. CORNER
- *-*- FENCE

PROPERTY ADDRESS:
3701 E. JOHNSON
JONESBORO, ARKANSAS 72401

PLAT OF SURVEY

RAY OSMENT 1203 DOVE ROAD
JONESBORO, ARKANSAS 72401

ADAMSON LAND SURVEYING, 1504 BRANCHWOOD LANE,
JONESBORO ARKANSAS, 72404 PH: 932-5900

PLAN SCALE:
1" = 60.00'

REVISION		
DATE:	04/05/2012	SHEET ONE OF ONE



City of Jonesboro City Council
Staff Report – RZ 12-06: Grayson Investments 3701 E. Johnson Ave.
Huntington Building - 900 W. Monroe
For Consideration by the Council

REQUEST: To consider a rezoning of a parcel of land containing 1.61 acres more or less

PURPOSE: A request to consider an appeal of a denial recommendation to Council for a modification to an existing “C-3 L.U.O.” General Commercial, as ordered by the Circuit Court. SEE MAPC RECORD OF PROCEEDINGS ATTACHED.

APPLICANT OWNER: Attorney Jim Lyons P.O. Box 7044 Jonesboro, AR 72403
 Grayson Investments, 1203 Dove Road, Jonesboro, AR 72401

LOCATION: 3701 E. Johnson Ave., Jonesboro, AR (Directly east of Bill’s Fresh Market

SITE DESCRIPTION: Tract Size: Approx. +/- 1.61 Acres 70,131 sq.ft.
 Frontage: Approx. 235.57’ +/- Johnson Ave.
 Topography: Flat
 Existing Development.: Single Family Residence

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-3	Commercial
South:	R-1	Residential
East:	C-3 LUO, R-1	Eye Doctor, Residential
West:	C-3	Commercial

HISTORY: The property was denied by City Council on January 16, 2006 in a rezoning request from “R-1” to “C-3”, but was later settled in the Circuit Court of Craighead County, Arkansas, Western District Civil Division and rezoned to “C-3” L.U.O. with specific stipulations for uses and improvements (See attached Consent Judgment- Filed November 16, 2006).

ZONING ANALYSIS: City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Current/Future Land Use Map recommends this location as Single Family Residential. The current rezoning while inconsistent with the adopted Land Use Map, is consistent with the general area that is in major transition: and, one that serves as a Growth Node near the Hwy. 351 intersection and the new NEA Baptist Memorial Hospital. Staff recommends a map revision for this site, due to the new information, as well as the major corridor in which it fronts.

Approval Criteria, Section 117-34 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan;
- (b) Consistency of the proposal with the purpose of the zoning ordinance;
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by E. Johnson Ave./Hwy. 49 N which is a State highway and major arterial. The right of way width is 60' from centerline, as depicted on the Rezoning Plat. Staff does not anticipate additional right of way is needed for the proposed project.

Zoning Compliance:

The applicant is proposing to use the property at the highest and best use given the amount of traffic and other development along Highway 49N. However, some buffering and screening is needed for the remaining single family residence to the west of the site. This was conditioned by the Judge Order applied to this case, and the applicant plans to satisfy all buffering and screening previously mandated.

The applicant is requesting a change in the list of uses as ordered by the Judgment attached to this case. The specific list of uses by the Court (Case CV-2006-88(JF)) is as follows:

- a. Animal Care, Limited,
- b. Automated Teller Machine
- c. Bank or Financial Institutions
- d. Church (with conditional use permit)
- e. Day Care, Limited
- f. Government Service
- g. Library
- h. Medical Service/Office
- i. Office, General
- j. Utility, Minor

The following improvements were also ordered prior to Final Occupancy and will still apply:

(i) Solid fence, 8 ft. in height shall be installed along the property line adjacent to the property property zoned R-1 on the South boundary as well as that portion of the East boundary zoned, R-1; (ii) That there be a buffer zone of forty feet (40') between any structure or parking and any R-1 zoned property except as reduced in subsection (v) below; (iii), Trees a minimum of eight feet (8') in height shall be planted along the fence to provide an additional layer of screening and buffering between the Property and properties zoned R-1 adjacent to the Property; (iv) There shall be no vehicular access, from this Property to Maplewood Terrace or vice versa; and (v) The width of the buffer zone will be limited and reduced to the distance of the existing structure from the east boundary of the Property where the existing structure is located. However, if there are any exterior structural improvements that alter the size of the existing structure then the forty foot (40') buffer zone shall apply.

“...That no other, action to rezone said Property shall be necessary. However, if the City is desirous of enacting an Ordinance for this rezoning, it may do so. In the event that the City believes, claims or desires that any additional action be taken for such rezoning to be effective, the City is hereby ordered to do so.”

With this application for a Limited Use Overlay (LUO) modification, the applicant has requested and specified that the follow uses be allowed:

During the MAPC Public Hearing, Mr. Lyons presented the reduced list: (These uses are to be allowed if approved).

- d. Automated teller machine
- e. Bank or financial institution
- f. Church
- g. College or university
- i. Construction Sales Service
- k. Day care, limited
- l. Day care, general
- s. Medical service/office
- u. Office, general
- w. Parks and recreation
- x. Post office
- bb. Restaurant, fast food
- cc. Restaurant, general
- dd. Retail/service
- ee. Safety services
- kk. All other previously approved uses by the Court (Case CV-2006-88(JF)) is as follows:
 - Animal Care, Limited,
 - Automated Teller Machine
 - Bank or Financial Institutions
 - Church (with conditional use permit)
 - Day Care, Limited
 - Government Service
 - Library
 - Medical Service/Office
 - Office, General
 - Utility, Minor

Conclusion:

The MAPC has reviewed the requested Zone Change/modification as previously ordered as C-3 L.U.O., submitted by Grayson Investments; and, is recommending denial of Case RZ 12-06. The MAPC Record of Proceedings are attached.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking South towards Project Site



View looking North from subject property



View looking West on Johnson Ave. from drive of subject property



View looking West on Maplewood Terrace towards rear of Site



View looking North towards rear of existing home on Site



View looking North towards Johnson Ave. from Site



View from site looking West at Bills Market location



View from Property looking at Neighboring Property to the East



View Looking East on Johnson Ave. towards Bill's Market



RECORD OF PROCEEDINGS: MAPC PUBLIC HEARING HELD MAY 8, 2012

RZ 12-06: Grayson Investments, 3701 E. Johnson Ave.

A request to consider a recommendation to Council for a rezoning/modification of a "C-3 L.U.O.", General Commercial list of permitted uses.

Applicant:

Mr. Jim Lyons: Attorney- Representing Grayson Investments. Mr. Lyons presented the case noting that the property is located next to Bill's Fresh Market on E. Johnson Ave. Since the last traffic count and the most recent 2010 traffic count, approximately 25,000 cars are reflected at the point which is exactly where our property. The City of Jonesboro has done two (2) things in the recent past that will increase the likelihood of this property being commercial by: 1. *approving the NEA Baptist Memorial Hospital*; and, 2. *approving the development of the fairgrounds towards Brookland*. That has increased the traffic in this area. There is a change in the character of the neighborhood. Mr. Lyons showed slides of the current uses of the properties in the vicinity, including the rear of the property along Maplewood Terrace and properties along Highway 49N, as well as the C-3/ C-3 L.U.O. Zoning abutting.

Mr. Lyons noted the eye care facility to the east and the property underdevelopment as C-3 showing the dirt work underway in the photo to the north across E. Johnson. It is our position that this land is clearly commercial. He noted that he drove from the Ace Hardware Store and it measured 1.1 miles to Bill's Market. All of the properties are either commercial, 11 were unused and others used as residential, but those properties were for sale. He added that there were 3 or 4 properties which are currently residential, but he could not tell if it looked like one home may have been used as commercial. The rest of the properties along E. Johnson are commercial. Mr. Lyons stated that he understands that residents are opposed to this request. He understands the reason for that. When a City makes a decision to allow the building of the hospital, and makes a decision to rezone property for the fairgrounds, the result is that as Brookland grows, as Paragould grows, and Jonesboro has a substantial increase in traffic. He added that he would dare say that if we took a traffic count today, it would be at least 10% higher as a result of the development of the hospital and the other area out there. Obviously, if you continue to go past

the hospital, virtually all of those properties are also for sale, because people are going to develop those as commercial properties. He added that eventually all of the property along Johnson is going to be commercial, and he thinks that it is proper for this to be rezoned or changed as a limited use overlay- applied for to be changed for those uses of which we have asked for today.

Staff:

Mr. Spriggs gave a summary and history of the case. The former Gillespie case was applied for in December of 2005. It was acted on by the MAPC and forwarded to City Council for approval; and, it was acted on by the Council in a series of 2 meetings, denied and was litigated in the Circuit Court of Craighead County. As a part of that, Mr. Spriggs noted that he was actually hired at the same time and attended those proceedings. The judge handed down the Court Order of which you were copied- with a Rezoning to C-3 L.U.O. having specific uses and conditions. This is what is in question tonight: The applicant is petitioning a revision to that Limited Use Overlay. City Council did not follow up and rezone the property to C-3 L.U.O. by ordinance; however the rezoning remains valid with those conditions and specific uses that were listed. The applicant has requested (36 plus 10 original uses) as noted in the report. Those are your typical C-3 allowable uses, and the applicant is proposing to allow those for marketing or other reasons. Also there are specific conditions added by the court which covers screening, buffering and setbacks in proximity to existing and proposed structures. All of those are to remain in force. With the expansion of the use list, MAPC is asked to modify that order. We are dealing with process tonight; the MAPC is making a recommendation to City Council and Council will make any official decision from that point. The City Attorney's office is here to answer any questions as well as Planning Staff.

Mr. Tomlinson asked for clarity of whether we are considering a rezoning? **Mr. Spriggs** stated that this is technically a rezoning/change to an existing C-3 L.U.O. District. Any current district would be petition in this same manner to be modified. It has to go through this same process for modifications. This constitutes the same process for rezoning. **Mr. Tomlinson:** I wonder why they don't just go to the court and ask them to make the decision. **Mr. Spriggs** noted that is an option.

Mr. Jim Lyons: Before you can file an action against the City, the City has to refuse this or say we will *a, b and c*, but we will not allow *d, e and f*. We can't just file suit against the City and just say- We don't know what the City will do. It is necessary to have a true action against something claiming that it was improper what the City did. So we have to come to you first, before we can go back and ask the Court to re-do this. The City has to refuse. And, the proper method to do that, is this process. We were not trying to avoid going to Court.

Mr. Tomlinson: This was done in 2005; so, has the intensity of the area development has gone up considerably? **Mr. Lyons:** Yes, substantially. **Mr. Tomlinson:** I wish that the applicant would had derived a list of things that they desired to be there, as opposed to taking the whole C-3 ordinance, and turning it over and saying we want it all. Some of the listed uses couldn't be done anyway due to the size of lots and setbacks. **Mr. Tomlinson** added that he does think those uses need to be increased. There is a C-3 L.U.O. next door. You probably do not have as many uses as we granted them. Mr. Spriggs stated he would have the list of the property next door- I would like to see that. The minimum should be to permit what was allowed next door to you. I don't like to take all the time to write uses in the meeting. If they had submitted a list of what they would have thought to be required, then that would have been a great help to me.

Public Input:

Mr. Allen Jones, 3207 Maplewood Terrace: Agreed Highway 49N will be and is becoming commercial. At this lot, is where the commercial and residential uses intersect. And, I think the City Council recognized this in 2006 and denied the C-3 request that went to Circuit Court, who also recognized this and agreed, and allowed only the 10 restrictions. I think they got it right; I do not like the animal care use being next to residential.

Mr. Jones: I don't think that City Council can change what circuit court said; but I am not an attorney. I think that City Council should reject this, and they go back to Circuit Court to let them say you can change these accepted uses. I don't know the property owner's intent- Are they wanting to add these 27 acceptable uses to make it more attractive to a land purchaser, or is their actual intent hidden somewhere in those 27 additional or acceptable uses. I hope it is not for a communication tower or an arena. I request City Council to deny this and let Circuit Court make that decision again.

Mr. Jim Carter: 3013 Maplewood Terrace (40 Years). Stated that has a great neighborhood. Your Staff Report will show that in 2006, our neighborhood settled in Circuit Court that the property in question will be a C-3 L.U.O., with specific stipulations. At this point, there has not been anything to warrant a change in that settlement. We may talk about traffic counts, but the property in question has not been changed. The neighbors are there and it abuts a residential neighborhood that will be heard. We believe the court settlement was fair to our neighborhood, and we still feel the same way in 2012. We ask that you recommend to the City Council that the property stays as settled in Court in 2006; and, you not start peeling away one restriction at a time, so they end up with a regular C-3 out there. **Mr. Carter** added that he doesn't know the Grayson

Corporation, and they should have known that there were restrictions on the property when they purchased it. It is also a fact that will probably be given to you this evening that they really do not care how our neighborhood looks, by the way they have taken care of the property, since they have owned it.

Mr. Jerry Reece: Asked for clarification of the property- was it a part of the Maplewood Subdivision? **Mr. Carter:** Stated that he believe it was and they sold it off, lot by lot.

Mr. Lyons: Stated that if it were a part of the subdivision, then a bill of assurance would have existed. And there was no bill of assurance applied to the subject property.

Stacey Schratz, 3104 Maplewood Terrace: Referring to application Item 13: Ms. Schratz noted that the owner of Hilltop Eye Care (east of property), Doctor Megan Moll, stated that no one has discussed this with them and she objects; she could not be here.

Stacey Schratz: On the application, it says that the property purchased by the owner in 2008 was vacant and has since remained vacant. That is incorrect. She presented pictures to the MAPC. **Mr. Lyons:** Concurred that it is currently occupied. She added they are not good about keeping the property up. Other neighbors mow portions of the property, because they get tired of looking at it.

Ms. Schratz added that Mr. Osment or whoever owns this doesn't care about it. She has filed a complaint with code enforcement about having the property cleaned. She read the Rezoning Criteria for approval. She also spoke on nuisances on the property.

Wendy Jones, 3207 Maplewood Terrace read a letter from neighbors who are gone out of town- Dr. George and Phoebe Harp, **3206 Maplewood Terrace.** Spoke on increased pedestrian traffic on Maplewood Terrace. She is opposed to having access to this property from Maplewood Terrace. **Ms. Jones** made comments on the character of the neighborhood, and noted that a change of more uses is not desirable as a through-street.

Mr. Lyons: We are not asking for vehicular access to Maplewood Terrace, and there is no vehicular access from that point. On the property, we are required to build a fence where it touches residential property. There is a provision for no access to Maplewood Terrace in the request.

Mr. Reece: Isn't there a sewer easement that goes through that property and will it affect any new buildings? **Mr. Lyons** stated that it should not be an issue of interference of the sewer.

John Hatcher, 3105 Maplewood Terrace: The very issue raised about accessing through Maplewood Terrace lets us know that this affects Maplewood. Mr. Hatcher noted that he can look out his window and see the property due west of him. It is not a house that backs a residential neighborhood; it is in a residential neighborhood.

Ms. Schratz: Noted that the limitations next door is the same and is very limited.

Mr. Hoelscher: Asked what limitations were placed on the adjacent property. Mr. Spriggs continued to research the records to locate the files.

Ms. Nix: What would give us the right to rezone it legally?

City Attorney's Office, Ms. Carol Duncan reported that she did some research on that question, as well as consulted with Attorney Jim Lyons about case law he had found. Nothing was found to reflect either way. Either way we will end up, with this Commission's recommendation to City Council. **Ms. Duncan** stated that she does not feel the court wants to be in the business of rezoning our property forever. The gut instinct is that- if the City had rezoned the property by ordinance after the Court order and consistent with the Court order, there would be no question. We could have then made the decision and they could file against our decision in Circuit Court; but, we didn't do that- so the gray area exists. We will continue to research that issue upon review by Council, then the issue will be addressed; I am sure, at the Council level. There was just not any research available on that certain topic.

Mr. Kelton: It's my understanding from Mr. Lyon's presentation that he could not go back to Circuit Court, and ask for a change until a decision has been rendered by the Planning Commission and the City Council- Is that correct?

Ms. Duncan: Concurred that is what Mr. Lyons stated.

Mr. Kelton: So he is just following procedure? **Ms. Duncan** reiterated that there is no guidance in the law; this is the procedure that he and Mr. Spriggs worked out; *they are to go through the same steps as you would for any rezoning.* We are still researching the matter; I do not feel that the Court wants to be rezoning property for ever, just because litigation was filed.

Ms. Nix: Stated that she still would like a legal opinion about the process.

Ms. Duncan: You won't get a definitive answer, because there is no case law that does so; they are following the only procedure that we have available.

Mr. Lyons: If Mr. Spriggs would have said- *ya'll don't need to come here before the MAPC, then we would not be here.* You have to have a case of controversy, before you go to court. You can't just file suit for nothing. Then, there would be

a Rule 11 petition before me, because I am filing for nothing. Carol Duncan could issue sanctions against me; I've never had one filed against me. I am trying to do my job and get these additional uses on this property; and we believe that this is the proper way to do it. If a judge says that it is not, then it is not. We believe and Mr. Spriggs thought so- I still believe that we have to go through this process. The City Council must rule on that, before we will have a basis to file suit against the City. They might turn us down, but we don't know until we go and ask them by going through this process- which is coming to you, and a recommendation is made that then goes to City Council for action. We are not trying to do this for any purpose to cause any problems for the City. We are trying to make sure we follow the necessary steps, so those modifications could be acted on. I don't file suits that are not necessary.

Mr. Hoelscher: Is the issue at hand that the City was ordered to rezone the property? **Ms. Duncan:** The judge made the decision to rezone the property. **Mr. Hoelscher:** So there wasn't an ordinance filed? **Ms. Duncan:** True, and had it been filed, it would have made it clearer.

Mr. Lyons: Read the order language which said.... *no other action was necessary; if the City so desires it may* (It was not required).

Mr. Kelton: Is it possible for you to pair this list down? **Mr. Lyons** stated, yes.

Mr. Spriggs: Stated that located the conditions from the 2002 case and read them:

ORD 02:0577, Rezoning by Phillip and Lonette Byrd, Adopted 08/05/2002, C-3 L.U.O., **Specific Land Uses permitted under Ordinance 02:0577 include:**

- (1) Animal Care, Limited
- (2) Automated Teller Machine
- (3) Bank of Financial Institution
- (4) Church (with conditional use permit)
- (5) Day Care, Limited
- (6) Day Care, general
- (7) Government Service
- (8) Library
- (9) Medical Service/Office
- (10) Office, General
- (11) Safety services
- (12) Utility, Minor

At the time this property changes uses from its present R-1 use to a C-3 L.U.O. use, the following improvements shall be made prior to obtaining a Certificate of Occupancy: A wooden screening fence, eight feet in height, shall be installed along the property lines abutting property zoned R-1. Trees, a minimum of

eight feet in height , shall be planted along the fence to provide an extra layer of screening and buffering between properties zoned R-1.

Prior to further development of the subject property, a Site Development Plan meeting the requirements of Section 14.36 of the Zoning Ordinance shall be prepared and submitted for review and approval by the City's Planning Department. This plan shall specifically show the relationship of the subject property to existing and proposed streets, driveways, utilities, and buildings within a 300 foot radius of the subject property.

Mr. Scurlock: Asked for clarification on the setbacks and fencing installation.

Mr. Spriggs: Stated that the adjacent property was never redeveloped and the current owners only went before the MAPC to have living quarters remain above the Optometrist's business.

Mr. Reece: Asked: *Will the action taken here tonight be passed on to City Council for an ultimate decision?*

Mr. Spriggs: *My recommendation is that you take some action tonight and recommend to Council based on the information provided to you. I honestly feel you have enough information to make a decision.*

Mr. Kelton: Stated that following along with the 2002 conditions, he noticed that they are almost identical, such as the 8- ft. fence and the trees which mirror the Judge's conditions. He noted difficulty in the Judge's stipulation of the 40 ft. setback from any structure, parking and any R-1 property. **Mr. Spriggs** clarified that it is the proposed structure in relationship to the adjacent R-1 zoned property- which is the property line.

Mr. Lyons presented the cut-down list: (These uses are to be allowed if approved).

- d. Automated teller machine
- e. Bank or financial institution
- f. Church
- g. College or university
- i. Construction Sales Service
- k. Day care, limited
- l. Day care, general
- s. Medical service/office
- u. Office, general
- w. Parks and recreation
- x. Post office
- bb. Restaurant, fast food
- cc. Restaurant, general

dd. Retail/service
ee. Safety services

kk. All other previously approved uses by the Court (Case CV-2006-88(JF)) is as follows:

- Animal Care, Limited,
- Automated Teller Machine
- Bank or Financial Institutions
- Church (with conditional use permit)
- Day Care, Limited
- Government Service
- Library
- Medical Service/Office
- Office, General
- Utility, Minor

Mr. Carter: Reiterated that this is *“free/ peeling away a little at time”* and revamping what we went through before with all this. We went to Council; they denied it, and they went to court; we settled; now we come back and they are peeling away. This is like our freedom. Send this to City Council with no approval, and let us get alone about our business. What we thought was fair was fair. It’s good enough for the Hilltop Optometrist and it should be good enough for the person that bought this property.

ACTION:

Mr. Dover made a motion to approve the rezoning for property of 3701 E. Johnson as C-3 L.U.O., as stated with the narrow down list of permitted uses as proposed and make recommendation to City Council. Motion was seconded by Mr. Kelton.

Roll Call Vote: Mr. Scurlock- Aye; Mr. Hoelscher- Aye; Mr. Kelton- Aye; Mr. Reece- Abstain; Mr. Tomlinson- Nay; Ms. Elmore- Nay; Ms. Nix- Nay; Mr. Dover- Nay.

Case Denied. 3- Aye to 4- Nay; 1- Abstain

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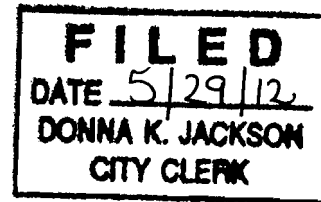
Lyons & Cone, P.L.L.C.

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May 29, 2012



Ms. Donna Jackson, City Clerk
515 W. Washington Ave.
Jonesboro, AR 72401

Re: Grayson Investments Rezoning
Denial; Appeal to City Council

Dear Ms. Jackson:

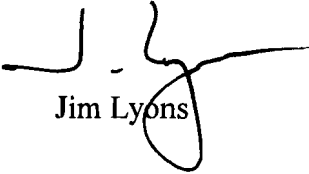
Please let this serve as notice of appeal to the Jonesboro City Council in respect to the MAPC's decision on May 8, 2012 to deny rezoning of the Grayson Investments property located at 3701 E. Johnson Avenue. Pursuant to Jonesboro City Code 2-89, "appeals to the city council of decisions of commissions and boards shall be in writing signed by the party appealing, dated and filed with the clerk within 30 days following the decision of the board and/or commission." As such, we ask that you consider this our timely filing of notice of appeal of the MAPC's decision.

We are appealing this decision for several reasons. First, the MAPC promoted commercialization of the area surrounding the Grayson Investments property by approving the rezoning of the location where the new fairgrounds campus is being constructed. In fact, the rezoning of the new fairgrounds campus was sponsored by a current MAPC voting member, Mr. Jerry Reece, who abstained from voting on the Grayson Investments matter during the May 8, 2012 MAPC meeting. It is important to note that Mr. Reece was familiar enough with the property to be aware of a sewer easement potentially running across the Grayson Investments property.

Second, but more importantly, the approval of the development of the new NEA Baptist Memorial Hospital campus has prompted numerous property owners with frontage to Johnson Avenue to place their properties up for sale as commercial property in hopes of attracting buyers interested in using their land for similar commercial development. The area is in need of properties with many different commercial uses, including ones we have attached to our appeal. We feel that this information warrants an appeal to the City Council for further consideration regarding the additional uses being requested for the Grayson Investments property.

We have attached a copy of the record, as well as a prepared ordinance, and proper fee for lodging this appeal. We are requesting our appeal be heard during the June 19, 2012 City Council meeting. Please let us know if you have any questions, or if there is anything else we can provide to make the appeal complete. Thank you.

Sincerely,



Jim Lyons

JL/sc

Enclosures

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