



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, July 11, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-17:074 Minutes for the Finance Committee meeting on June 27, 2017

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

ORD-17:050 AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS STATE POLICE (ASP) HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT, AND DECLARING AN EMERGENCY

Sponsors: Grants and Finance

Attachments: [2017 Traffic Records Program Agreement](#)

Resolutions To Be Introduced

RES-17:093 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS SUPPORTING FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE.

Sponsors: Mayor's Office

RES-17:096 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE 2017 HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT

Sponsors: Grants and Police Department

Attachments: [2017 Traffic Records Program Agreement](#)

[Special Conditions for the 2017 Traffic Records Program](#)

RES-17:098 A RESOLUTION TO SUBMIT AN APPLICATION FOR THE FY2017 CREATIVE PLACEMAKING INVESTMENT GRANT THROUGH THE DELTA REGIONAL AUTHORITY (DRA)

Sponsors: Grants

Attachments: [DCPI-Notice of Intent to Apply 07052017](#)
[Delta Creative Placemaking Pilot Initiative NOFA](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



Legislation Details (With Text)

File #: MIN-17:074 **Version:** 1 **Name:** Minutes for the Finance Committee meeting on June 27, 2017
Type: Minutes **Status:** To Be Introduced
File created: 6/28/2017 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on June 27, 2017
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Minutes for the Finance Committee meeting on June 27, 2017



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, June 27, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 5 - Ann Williams; John Street; Darrel Dover; Joe Hafner and David McClain

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-17:068](#)

Minutes for the Finance Committee meeting on June 13, 2017

Attachments: [Minutes](#)

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

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

4. New Business

Ordinances To Be Introduced

[ORD-17:047](#)

AN ORDINANCE FOR THE CREATION OF A REGULATED FEE SCHEDULE FOR THE PLANNING DEPARTMENT, AND FOR THE AMENDMENT OF THE JONESBORO CODE OF ORDINANCES CHAPTER 42, LICENSES, PERMITS, AND MISCELLANEOUS BUSINESS REGULATIONS - PLANNING DEPARTMENT

Sponsors: Planning

Councilman Dover asked if this was another fee schedule that was discussed at public hearings. It was answered yes. Councilman Street clarified this is just passing the ordinance on to City Council. Mayor Perrin agreed. Councilman Street explained he saw an issue or two, but it was nothing major and he thought it could be worked out.

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

ORD-17:048

AN ORDINANCE FOR THE CREATION OF A REGULATED FEE SCHEDULE FOR THE INSPECTIONS DEPARTMENT, AND FOR THE AMENDMENT OF THE JONESBORO CODE OF ORDINANCES, CHAPTER 42, ENTITLED LICENSES, PERMITS, AND MISCELLANEOUS BUSINESS REGULATIONS - INSPECTIONS DEPARTMENT

Sponsors: Inspections

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

Resolutions To Be Introduced

RES-17:091

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE PLANNING DEPARTMENT

Sponsors: Planning

Councilman Street asked why the resolution is following the ordinance. City Clerk Donna Jackson explained the Finance Committee has to approve all of the ordinances and resolutions. When they go on the Council agenda, the ordinances will be adopted prior to the resolutions because they have to be in a certain order due to needing to approve the fee before setting it.

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

RES-17:092

RESOLUTION FOR THE ADOPTION OF A REGULATED FEE SCHEDULE FOR THE INSPECTIONS DEPARTMENT

Sponsors: Inspections

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and place RES-17:095 on the agenda due to the fact the county has just passed it and has passed it on to the city. All voted aye.

RES-17:095

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

Sponsors: Mayor's Office

Mayor Perrin asked if there was a time constraint with this item. Chamber of Commerce Director Mark Young answered no. Mayor Perrin noted this resolution will be on the City Council agenda for the July 6th meeting.

Councilman McClain questioned how much the expansion will be. Mr. Young answered it will be a \$5 million expansion. Chairman Hafner added it will add 20 jobs.

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

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and place RES-17:094 and ORD-17:049 on the agenda due to the June 30th deadline. All voted aye.

Chairman Hafner stated these items will require a unanimous vote in order to be on tonight's special called City Council meeting agenda. City Attorney Carol Duncan answered no, because the items are being walked on to the committee meeting, but are on the agenda for the Council meeting. It's not being walked on to the City Council meeting. She added the committee will still have to vote in order to forward it to full Council, but the vote doesn't have to be unanimous. Mayor Perrin added most things go through a Council Committee and forwarded to the City Council. City Attorney Duncan clarified they try to have all things go through a committee before going to City Council. Chairman Hafner explained he was confused as to how it ended up on the Council agenda before it had been heard by the committee and, if it's on the Council agenda, then why the committee needed to vote on it. Councilman Dover stated the assumption was the committee would forward it on to the City Council. City Attorney Duncan noted the committee still has to consider the item and if they vote no, then the special called City Council meeting would be canceled. But, they went ahead and scheduled the special called City Council meeting because notice has to be given prior to the meeting being held.

RES-17:094

A RESOLUTION BY THE CITY OF JONESBORO TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT WITH MICROSOFT TO REPLACE 450 STANDARD 2016 LICENSES WITH 450 OFFICE PROFESSIONAL PLUS 2016 LICENSE

Chairman Hafner explained this will fix years of noncompliance with Microsoft license agreements. If the city didn't do this and Microsoft decided to enact all of their penalties, it would be very sizable number of computers affected. City Attorney Duncan stated their understanding is the potential penalty is \$250,000 per computer that was no properly licensed, which would be about 150 to 200 computers that they know of. Chairman Hafner noted this has to be taken care of by Microsoft's fiscal year end.

Councilman McClain asked what they mean by "not properly licensed." Chairman Hafner stated each computer is supposed to have an individual license, but some licenses were used on several computers. City Attorney Duncan clarified the city had approximately 250 licenses that were installed on 450 computers. So, approximately 200 computers did not have a proper license. She noted that's for 2008 to 2016. In 2016, the city purchased the correct number of 450 when it upgraded. Councilman Dover noted this is going back and correcting the problem.

Mayor Perrin further explained in 2007 the city installed a version of Microsoft Office that included features that not everybody used, but it was still loaded on the computers. Councilman Street stated it's good that it was caught when it was. Mayor Perrin agreed.

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

ORD-17:049

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 GENERAL FUND TO ADD \$127,686 TO UPGRADE ALL 2016 OFFICE STANDARD LICENSE TO PROFESSIONAL LICENSE

Sponsors: Finance

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman

7. Public Comments

8. Adjournment

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

Aye: 4 - Ann Williams;John Street;Darrel Dover and David McClain

Absent: 1 - Charles Coleman



Legislation Details (With Text)

File #:	ORD-17:050	Version:	1	Name:	Amend the 2017 budget to add a sub-grant budget for ASP records program
Type:	Ordinance	Status:			To Be Introduced
File created:	6/27/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS STATE POLICE (ASP) HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT, AND DECLARING AN EMERGENCY				
Sponsors:	Grants, Finance				
Indexes:	Budget amendment, Grant				
Code sections:					
Attachments:	2017 Traffic Records Program Agreement				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 BUDGET TO ADD THE SUB-GRANT BUDGET FOR THE ARKANSAS STATE POLICE (ASP) HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT, AND DECLARING AN EMERGENCY WHEREAS, the City of Jonesboro is currently in process of approving Resolution Number 17:096 for the execution of the 2017 Traffic Records Program subaward which is federally funded by the Federal Highway Administration and awarded to the Arkansas State Police; and

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance Number 16:085, which will need to be amended in order to effectuate said increase to the Federal Funds budget for the 2017 Traffic Records Program subaward, the budgeted amount will need to increase by \$52,875.

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

SECTION 1: The 2017 Budget is hereby amended to provide for an increase in the Federal Funds budget for the 2017 Traffic Records Program subaward for \$52,875.

SECTION 2: The City Council further finds and declares that an emergency exists and this Ordinance being necessary for the execution of said funds; due to the timeframe of said project and the ASP has requested that all funds will be expended prior to the Federal Government's fiscal year end. This Ordinance shall take effect and be in full force from and after its passage and approval.



State of Arkansas



ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Asa Hutchinson
Governor

William J. Bryant
Director

June 20, 2017

ARKANSAS
STATE POLICE
COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Bob Burns
Secretary
Little Rock

Jane Dunlap Christenson
Harrison

Neff Basore
Bella Vista

Bill Benton
Heber Springs

Stephen Edwards
Marianna

Ms. Kimberly Marshall
Grants Coordinator
Jonesboro Police Dept.
P.O. Box 1845
Jonesboro, AR 72403-1845

RE: M3DA-2017-03-03-15
M3DA-2017-03-05-15
eCrash/eCite System

Dear Ms. Marshall:

The above referenced FY 2017 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contract Terms) to our office as soon as possible. We will send you a copy of the fully executed agreement.

We look forward to working with your agency this year.

Sincerely,

Bridget White
Administrator
Highway Safety Office

Enclosure

C: Agreement/Contract File



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

**2017 HIGHWAY SAFETY SUBGRANT AGREEMENT
TRAFFIC RECORDS PROGRAM**

RECIPIENT

Jonesboro Police Dept.
1001 S. Caraway Rd.
Jonesboro, AR 72401
Telephone: (870) 336-7229
Fax: (870) 933-4626

GOVERNMENTAL UNIT

City of Jonesboro, AR
1001 S. Caraway Rd.
Jonesboro, AR 71901

TAX ID NO. 71-6013749
DUNS NO. 073540288

PROJECT NO.
M3DA-2017-03-03-15
M3DA-2017-03-05-15

FAIN NO: (See Invoice Form page 6)

TYPE OF APPLICATION

Initial: X
Revision:
Continuation:

PROJECT TITLE

eCrash/eCite System

INITIAL PROJECT STARTING DATE

June 1, 2017

OPERATIONAL AREA OF PROJECT

City of Jonesboro, AR

<u>COST CATEGORY</u>	<u>AMOUNT</u>		
	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>

Personal Services

Equipment \$ 52,875.00

Maintenance &
Operation

Other Direct Costs

Contractual Services

Indirect Costs

Total \$ 52,875.00

<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
------------------------------	------------------------------

From: 06-01-2017

From: 06-01-2017

To: 09-30-2017

To: 09-30-2017

FUNDING

SOURCE

AMOUNT

Federal

\$52,875.00

State

Local

Total

\$52,875.00

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

INDEX

Table of Contents

Title Page - - - - -	1
Index Page - - - - -	2
Scope of Work - - - - -	3
Work Statement - - - - -	4 – 5
Subgrantee Invoice Forms - - - - -	6 – 7
Certifications and Assurances - - - - -	8 – 16
Acceptance and authorization to Proceed - - - - -	17

AGREEMENT PREPARED BY: Karen Bonds
TITLE: Traffic Records Program Manager
ADDRESS: Arkansas State Police
1 State Police Plaza Drive
Little Rock, AR 72209
PHONE: (501) 618 - 8405
FAX: (501) 618 - 8124

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

- A. The recipient, Jonesboro Police Department, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving traffic safety, hereby agrees to pursue the achievement of the following objectives:
- 1) Utilize the State of Arkansas electronic citation and crash systems (e-Crash and e-Cite) software to electronically capture and verify crash and citation data. Transmit electronic citations and crash reports to the State central eCite server, State eCrash central repository, local courts and the Office of Driver Services.
 - 2) Make modifications to the existing City of Jonesboro system to accommodate eCite/eCrash.
 - 3) Purchase computer equipment and peripherals to enable electronic capture and submission of traffic crash and citation data. **Submit a copy of the vendor's quote for all items to the AHSO for review and approval prior to purchase.** Equipment to be purchased is as follows:
 - a.) 45 Honeywell 3310G or L-Tron 4910LR DL Scanners;
 - b.) 45 Brother PJ 722 Printers with vehicle kit and case; and
 - c.) 45 Vehicle mounts.
 - 4) Submit project reports and reimbursement requests in accordance with formats provided by the ASP. Submit a report summarizing project activities/purchases along with a cover letter and supporting documentation, by the 30th of the subsequent month in which activities are completed and expenditures are incurred.
 - 5) Submit a final report and a final reimbursement request to the AHSO within 30 days following the end of the project period. Final payment will not be made until a satisfactory final report is submitted and all activities are successfully completed as stated in the work statements.
 - 6) Maintain a project file for the agreement and financial documents. The file will contain a copy of the agreement, agreement terms, policies and procedures of the recipient related to this project's activities, related AHSO policies and procedures, reimbursement requests and correspondence relating to this project. Maintain the file in one location and it must be available for review by State and Federal authorities responsible for oversight of this project.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with the provisions stated in the Subgrant Agreement/Contract Terms. An analysis of allowable costs is provided in the attached recipient invoice forms.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.



**Arkansas State Police
FY2017
Recipient
Invoice Form**



GRANT #: M3DA-2017-03-03-15		AWARD PERIOD: 06/01/2017 - 09/30/2017		
M3DA-2017-03-05-15		CFDA TITLE: Safety Belt Performance Grant		
EIN (Tax ID #): 71-6013749	FAIN #: 18X920405CAR17	AWARD AMOUNT: \$52,875.00	CFDA# 20.616	
Request Period:				
Project:	e-Cite/e-Crash System			

Subgrantee Name:	Jonesboro Police Department	Telephone:	(870) 336-7229
Mailing Address:	1001 S. Caraway Rd., Jonesboro, AR 72401		

Budget Categories	APPROVED	BUDGET	REVISED	Previous	Expenditures	Total	Remaining
EQUIPMENT*	BUDGET	REVISIONS	BUDGET	Expenditures	This Period	Expenditures	Budget
45 Honeywell 3310G or L-Tron 4910LR DL Scanners	17,010.00					-	17,010.00
45 Brother PJ-722 Printers wit hvehicle kit and case	15,615.00					-	15,615.00
45 Vehicle	20,250.00						20,250.00
							-
							-
Total	52,875.00						52,875.00

*Low Value Equipment purchases under \$5,000.00.
 **Capital Equipment represents equipment purchases over \$5,000.00 and above

On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.

\$ -

Signature of Subgrantee:		Date:	
Title:		Contact Person:	
Contact Person:		Contact Phone:	

ARKANSAS STATE POLICE USE ONLY		OUTLINE AGREEMENT #:	
VENDOR #: 800001628	AGENCY CODE: 0960	DOC#:	
PO #:	GOODS REC.#:	MATERIAL #:	

General Ledger #	Fund	Fund Center	Funds Reservation #	Cost Center	IO/WBS	AMOUNT
5100001000	SMP3021	1FJ		456729	F.0960.405-17-M3DA-S	-
TOTAL						-

REVIEWED & APPROVED TO PAY BY:		DATE:	
---	--	--------------	--

Funds available:	
Attach Completed Detail Sheet and Mail To:	Karen Bonds Arkansas State Police Highway Safety Office #1 State Police Plaza Drive Little Rock, Arkansas 72209

FAXED BILLS WILL NOT BE ACCEPTED

LINE-ITEM DETAIL

Attach to Page 6*

Jonesboro Police Department

e-Cite/e-Crash System

FY2017

FOR THE PERIOD:

Transfer
Totals to
Page 6

EQUIPMENT

45 Honeywell 3310G or L-Tron 4910LR DL Scanners

45 Brother PJ 722 Printers with vehicle kit and case

45 Vehicle mounts

TOTAL BILLED

_____ - _____

* Refers to page 6 of the Invoice.

CERTIFICATIONS AND ASSURANCES

(Each fiscal year the Sub-grantee for Highway Safety must sign these Certifications and Assurances affirming that the agency complies with all requirements, including applicable Federal statutes and regulations that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.)

Agency: Jonesboro Police Department Fiscal Year: 2017

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906 the Subgrantee acknowledges and agrees to the following conditions and requirements. In my capacity as the authorizing official for City of Jonesboro, I hereby provide the following Certifications and Assurances.

GENERAL REQUIREMENTS

Applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended.
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Non-Discrimination

The Sub-grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure non-discrimination in all of their programs and activities (f) the Drug Abuse Office and

Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(Pub. L. 91-616), as amended, relating to

CERTIFICATIONS AND ASSURANCES

nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Sub-grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT).

The Sub-grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

CERTIFICATIONS AND ASSURANCES

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATIONS AND ASSURANCES

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATIONS AND ASSURANCES

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

CERTIFICATIONS AND ASSURANCES

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATIONS AND ASSURANCES

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16 1997, the Grantee is encouraged to adopt and enforce on-the job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.Nhtsa.dot.gov. Additional resources are available from the Network of Employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashed caused by distracted driving including policies to ban text messaging while driving--
 - a. Company-owned or – rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.

- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The authorizing official for this project has reviewed this agreement and hereby declares that no significant environmental impact will result from implementing this project. If, under a future revision, this project will be modified in such a manner that it would be instituted and could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

CERTIFICATIONS AND ASSURANCES

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State Highway Safety Program provides for an evidence-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents (23 U.S.C. 402 (b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, and the Sub-grantee will support these activities including:

- **Participation in the National high-visibility law enforcement mobilizations,**
- **Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;**
- **An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State safety belt use rates;**
- **Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;**
- **Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in section 23 U.S.C. 148 (a). 148(a).**
(23 U.S.C. 402 (b)(1)(F))

CERTIFICATIONS AND ASSURANCES

Law enforcement agencies only- the Subgrantee is hereby encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

Other Federal Requirements

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Sub-grantee will comply with this provision.

The Subgrantee will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

AUDIT REQUIREMENTS

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

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act; subsequent U.S. Department of Transportation funding reauthorization; and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 23 CFR Part 1301 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement acknowledge the certifications and assurances on pages 8 – 16 and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

Signature: _____

Signature: _____

Name: Rick Elliot

Name: Honorable Harold Perrin

Title: Chief of Police

Title: Mayor

Date: _____

Date: _____

Approval to proceed, effective 06-01-2017 to 09-30-2017 with committed Federal funds of \$52,875 and State funds of \$-0-, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

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

Date



Legislation Details (With Text)

File #: RES-17:093 **Version:** 1 **Name:** Support for legislation to assess and collect sales tax from internet/online sales

Type: Resolution **Status:** To Be Introduced

File created: 6/26/2017 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS SUPPORTING FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE.

Sponsors: Mayor's Office

Indexes: Taxes

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS SUPPORTING FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE.

WHEREAS, the City of Jonesboro recognizes that legislation frequently referred to as the Marketplace Fairness and Remote Transactions Parity Act ("This Legislation") is being considered by the United States Congress; and,

WHEREAS, similar legislation was considered by the Arkansas General Assembly during the 2017 regular legislative session; and,

WHEREAS, this legislation would give states the authority to enforce local and state taxes that are already in place and owed by out-of-state online retailers; and,

WHEREAS, this legislation would require retailers to collect and remit sales tax to state and local governments for out-of-state online sales; and,

WHEREAS, all businesses, regardless of their physical location, should be required to collect and remit state and local sales tax; and,

WHEREAS, the playing field, as it currently stands, favors out-of-state internet retailers that exploit a pre-internet loophole, allowing them to evade collecting state and local sales tax even though they sell the same products in the same communities as local merchants do; and,

WHEREAS, as it currently stands, stores with a local retailer must collect sales tax while online stores do not,

thereby enabling online stores to undercut local retail prices; and,

WHEREAS, this legislation is not a new tax or a tax increase, but rather enables states to collect taxes that are already due; and,

WHEREAS, this legislation would generate more sales, pay more sales tax to the state treasury, encourage more local retailers, create jobs for local workers and infuse more money into local economies throughout the State of Arkansas.

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

Section 1: That we do hereby urge members of the Arkansas Congressional Delegation and the Arkansas Legislature to work for passage and vote in favor of legislation requiring the collection and remittance of state and local sales tax by all retailers thus making for competition in a true free market and giving every business an equal opportunity to compete, innovate and create jobs.

Section 2: Moreover, we do hereby urge Governor Asa Hutchinson to call for a special session as quickly as possible to address this most important issue for the benefit of the state's local retail businesses and its citizens.



Legislation Details (With Text)

File #:	RES-17:096	Version:	1	Name:	Agreement with ASP for 2017 records program sub-grant
Type:	Resolution	Status:			To Be Introduced
File created:	6/27/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE 2017 HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT				
Sponsors:	Grants, Police Department				
Indexes:	Contract, Grant				
Code sections:					
Attachments:	2017 Traffic Records Program Agreement Special Conditions for the 2017 Traffic Records Program				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE 2017 HIGHWAY SAFETY AND TRAFFIC RECORDS PROGRAM SUB-GRANT

WHEREAS, the City of Jonesboro was awarded the 2017 Traffic Records Program sub-grant in the amount of \$52,875 federal funds; and

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

WHEREAS, the City of Jonesboro will use said funds for the purchase of 45 DL scanners, printers with vehicle kits and vehicle mounts for the eCrash and eCitation System, and

WHEREAS, this grant requires immediate approval, in order to receive funding for the grant period beginning June 1, 2017 through September 30, 2017.

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

SECTION 1: The City of Jonesboro will enter into agreement with the Arkansas State Police to accept the 2017 Traffic Records Program sub-grant in the amount of \$52,875, and

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



State of Arkansas



ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Asa Hutchinson
Governor

William J. Bryant
Director

June 20, 2017

ARKANSAS
STATE POLICE
COMMISSION

Ms. Kimberly Marshall
Grants Coordinator
Jonesboro Police Dept.
P.O. Box 1845
Jonesboro, AR 72403-1845

Dr. Lewis Shepherd
Chairman
Arkadelphia

RE: M3DA-2017-03-03-15
M3DA-2017-03-05-15
eCrash/eCite System

John Allison
Vice-Chairman
Conway

Dear Ms. Marshall:

Bob Burns
Secretary
Little Rock

The above referenced FY 2017 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Jane Dunlap Christenson
Harrison

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contract Terms) to our office as soon as possible. We will send you a copy of the fully executed agreement.

Neff Basore
Bella Vista

We look forward to working with your agency this year.

Bill Benton
Heber Springs

Sincerely,

[Handwritten signature: Bridget White]

Bridget White
Administrator
Highway Safety Office

Stephen Edwards
Marianna

Enclosure

C: Agreement/Contract File



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

**2017 HIGHWAY SAFETY SUBGRANT AGREEMENT
TRAFFIC RECORDS PROGRAM**

RECIPIENT

Jonesboro Police Dept.
1001 S. Caraway Rd.
Jonesboro, AR 72401
Telephone: (870) 336-7229
Fax: (870) 933-4626

GOVERNMENTAL UNIT

City of Jonesboro, AR
1001 S. Caraway Rd.
Jonesboro, AR 71901

TAX ID NO. 71-6013749
DUNS NO. 073540288

PROJECT NO.
M3DA-2017-03-03-15
M3DA-2017-03-05-15

FAIN NO: (See Invoice Form page 6)

TYPE OF APPLICATION

Initial: X
Revision:
Continuation:

PROJECT TITLE

eCrash/eCite System

INITIAL PROJECT STARTING DATE

June 1, 2017

OPERATIONAL AREA OF PROJECT

City of Jonesboro, AR

<u>COST CATEGORY</u>	<u>AMOUNT</u>		
	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>

Personal Services

Equipment \$ 52,875.00

Maintenance &
Operation

Other Direct Costs

Contractual Services

Indirect Costs

Total \$ 52,875.00

<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
------------------------------	------------------------------

From: 06-01-2017

From: 06-01-2017

To: 09-30-2017

To: 09-30-2017

FUNDING

SOURCE

AMOUNT

Federal

\$52,875.00

State

Local

Total

\$52,875.00

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

INDEX

Table of Contents

Title Page - - - - -	1
Index Page - - - - -	2
Scope of Work - - - - -	3
Work Statement - - - - -	4 – 5
Subgrantee Invoice Forms - - - - -	6 – 7
Certifications and Assurances - - - - -	8 – 16
Acceptance and authorization to Proceed - - - - -	17

AGREEMENT PREPARED BY: Karen Bonds
TITLE: Traffic Records Program Manager
ADDRESS: Arkansas State Police
1 State Police Plaza Drive
Little Rock, AR 72209
PHONE: (501) 618 - 8405
FAX: (501) 618 - 8124

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

- A. The recipient, Jonesboro Police Department, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving traffic safety, hereby agrees to pursue the achievement of the following objectives:
- 1) Utilize the State of Arkansas electronic citation and crash systems (e-Crash and e-Cite) software to electronically capture and verify crash and citation data. Transmit electronic citations and crash reports to the State central eCite server, State eCrash central repository, local courts and the Office of Driver Services.
 - 2) Make modifications to the existing City of Jonesboro system to accommodate eCite/eCrash.
 - 3) Purchase computer equipment and peripherals to enable electronic capture and submission of traffic crash and citation data. **Submit a copy of the vendor's quote for all items to the AHSO for review and approval prior to purchase.** Equipment to be purchased is as follows:
 - a.) 45 Honeywell 3310G or L-Tron 4910LR DL Scanners;
 - b.) 45 Brother PJ 722 Printers with vehicle kit and case; and
 - c.) 45 Vehicle mounts.
 - 4) Submit project reports and reimbursement requests in accordance with formats provided by the ASP. Submit a report summarizing project activities/purchases along with a cover letter and supporting documentation, by the 30th of the subsequent month in which activities are completed and expenditures are incurred.
 - 5) Submit a final report and a final reimbursement request to the AHSO within 30 days following the end of the project period. Final payment will not be made until a satisfactory final report is submitted and all activities are successfully completed as stated in the work statements.
 - 6) Maintain a project file for the agreement and financial documents. The file will contain a copy of the agreement, agreement terms, policies and procedures of the recipient related to this project's activities, related AHSO policies and procedures, reimbursement requests and correspondence relating to this project. Maintain the file in one location and it must be available for review by State and Federal authorities responsible for oversight of this project.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with the provisions stated in the Subgrant Agreement/Contract Terms. An analysis of allowable costs is provided in the attached recipient invoice forms.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.

LINE-ITEM DETAIL

Attach to Page 6*

Jonesboro Police Department

e-Cite/e-Crash System

FY2017

FOR THE PERIOD:

**Transfer
Totals to
Page 6**

EQUIPMENT

45 Honeywell 3310G or L-Tron 4910LR DL Scanners

45 Brother PJ 722 Printers with vehicle kit and case

45 Vehicle mounts

TOTAL BILLED

_____ - _____

* Refers to page 6 of the Invoice.

CERTIFICATIONS AND ASSURANCES

(Each fiscal year the Sub-grantee for Highway Safety must sign these Certifications and Assurances affirming that the agency complies with all requirements, including applicable Federal statutes and regulations that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.)

Agency: Jonesboro Police Department Fiscal Year: 2017

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906 the Subgrantee acknowledges and agrees to the following conditions and requirements. In my capacity as the authorizing official for City of Jonesboro, I hereby provide the following Certifications and Assurances.

GENERAL REQUIREMENTS

Applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended.
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Non-Discrimination

The Sub-grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure non-discrimination in all of their programs and activities (f) the Drug Abuse Office and

Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(Pub. L. 91-616), as amended, relating to

CERTIFICATIONS AND ASSURANCES

nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Sub-grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT).

The Sub-grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

CERTIFICATIONS AND ASSURANCES

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATIONS AND ASSURANCES

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATIONS AND ASSURANCES

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

CERTIFICATIONS AND ASSURANCES

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATIONS AND ASSURANCES

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16 1997, the Grantee is encouraged to adopt and enforce on-the job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.Nhtsa.dot.gov. Additional resources are available from the Network of Employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashed caused by distracted driving including policies to ban text messaging while driving--
 - a. Company-owned or – rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.

- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The authorizing official for this project has reviewed this agreement and hereby declares that no significant environmental impact will result from implementing this project. If, under a future revision, this project will be modified in such a manner that it would be instituted and could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

CERTIFICATIONS AND ASSURANCES

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State Highway Safety Program provides for an evidence-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents (23 U.S.C. 402 (b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, and the Sub-grantee will support these activities including:

- **Participation in the National high-visibility law enforcement mobilizations,**
- **Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;**
- **An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State safety belt use rates;**
- **Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;**
- **Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in section 23 U.S.C. 148 (a). 148(a).**
(23 U.S.C. 402 (b)(1)(F))

CERTIFICATIONS AND ASSURANCES

Law enforcement agencies only- the Subgrantee is hereby encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

Other Federal Requirements

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Sub-grantee will comply with this provision.

The Subgrantee will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

AUDIT REQUIREMENTS

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

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act; subsequent U.S. Department of Transportation funding reauthorization; and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 23 CFR Part 1301 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement acknowledge the certifications and assurances on pages 8 – 16 and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

Signature: _____

Signature: _____

Name: Rick Elliot

Name: Honorable Harold Perrin

Title: Chief of Police

Title: Mayor

Date: _____

Date: _____

Approval to proceed, effective 06-01-2017 to 09-30-2017 with committed Federal funds of \$52,875 and State funds of \$-0-, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

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

Date

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND
SUBGRANT AGREEMENT/CONTRACT TERMS

The terms checked below are hereby included as part of this subgrant agreement/contract.

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

I. GLOSSARY OF DEFINITIONS

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

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

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

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

Ark. Stat. Ann. - Arkansas Statutes Annotated.

ASP - Arkansas State Police.

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

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

CFR - Code of Federal Regulation.

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

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

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

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

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

DOT - Department of Transportation.

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

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

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

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

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

Grantor Agency - Arkansas State Police.

Highway Safety Manager - A staff member authorized by the Governor's Representative for Highway Safety to oversee the day to day activities of the Highway Safety Program.

HSO - Highway Safety Office.

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

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

OMB - Office of Management and Budget.

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

PM - Program Module.

PSP - Problem Solution Plan.

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

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

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

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

State Agency - An administrative division of State Government.

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

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

USC - United States Code.

YTD - Year to date.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

II. CHANGES

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

III. DISPUTES

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

IV. CONDITIONS FOR TERMINATION PRIOR TO COMPLETION

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

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

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

V. EXCUSABLE DELAYS

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

VI. NON-COLLUSION

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

VII. COST PROVISIONS

2 CFR Part 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB A-87), 2 CFR Part 220 – Cost Principles for Educational Institutions (OMB A-21), 2 CFR Part 230 - Cost Principles for Non-Profit Organizations (OMB A-122), 45 CFR Subtitle A – Appendix E to Part 74 – Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, and 48 CFR Part 31 - Cost Principles for For-Profit Organizations other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular, are hereby incorporated as part of this agreement and shall govern allowability of costs where appropriate. **Note: The cost principles are now consolidated under the OMB Super Circular as 2 CFR Part 200.** The electronic version can be found at <http://www.ecfr.gov>.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

IX. METHOD OF PAYMENT

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

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

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

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

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

When submitted for approval, each proposed agreement wherein payment is to be by a lump sum shall be accompanied by a copy of an estimate prepared by the Consultant showing a statement of his probable costs for the several elements of the work and his expected net fee. The Consultant's statement is to include a supported breakdown of the costs, direct and indirect which the firm expects to incur. The Consultant's method of dividing the project into work units is to be such that the estimate can be intelligently reviewed.

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

The agreement should contain provisions for the adjustment of the lump sum amount in the event of changes in the work to be performed.

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

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

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

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

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

X. TERMS AND CONDITIONS OF PAYMENT

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XI. INSPECTION/MONITORING

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

XII. PROPERTY MANAGEMENT

See 2 CFR Part 1201 and 2 CFR Part 200

XIII. RECORD RETENTION

See 2 CFR Part 1201 and 2 CFR Part 200

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

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

XV. REPORTS

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

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

XVII. SUBCONTRACTUAL

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

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

XIX. ORDER OF PRECEDENCE

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

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

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

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

XXI. SAVE HARMLESS

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XXII. TAX AND COMPENSATION LIABILITY

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

XXIII. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

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

XXIV. APPLICATION OF HATCH ACT

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

XXV. STANDARDS FOR SUBGRANTEE/CONTRACTOR FINANCIAL MANAGEMENT SYSTEMS

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

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

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

XXVI. PROCUREMENT PROCEDURES

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

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

<u>PURCHASES</u>	<u>BIDDING REQUIREMENTS</u>	<u>PRE-PURCHASE DOCUMENTS REQUIRED</u>
<p>(a) <u>Formal Bid</u> All purchases where cost is <u>\$50,000</u> or more when grouped into biddable classes.</p>	<ol style="list-style-type: none"> 1. Develop Specifications for each item bid. 2. Invitation to bid mailed to all eligible prospective bidders. 3. Insertion in newspaper with general circulation not less than five (5) days nor more than thirty (30) days prior to opening date. 4. Open and tabulate bids at time and date indicated. 	<ol style="list-style-type: none"> 1. Copy of Invitation to Bid. 2. Copy of Bidders List. 3. Certified copy of proof of publication. 4. Copy of Tabulation of Bids. 5. <u>Copy of Purchase Order</u> or Contract Resulting from bid. 6. <u>Letter of Justification when other than low bid is to be purchased.</u>
<p>(b) <u>Quotation Bid</u> All purchases where cost is \$10,000 but <u>less than \$50,000.00</u> When grouped into biddable classes</p>	<ol style="list-style-type: none"> 1. Obtain at least three (3) bids. 2. Bids must be received at least one (1) day prior to date of purchase. 3. Bids must be recorded and signed by person receiving same. 	<ol style="list-style-type: none"> 1. Copy of Tabulation of Bids. 2. Copy of Purchase Order. 3. <u>Letter of Justification when other than low bid is to be purchased.</u>
<p>(c) <u>Open Market</u> All purchases where cost is <u>less than \$10,000</u></p>	<p>None - Agency Purchasing Official's best judgment.</p>	<ol style="list-style-type: none"> 1. Copy of Purchase Order.

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

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

E. Arkansas preference does not apply.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XXVIII. MINORITY BUSINESS ENTERPRISE

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

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

A. Required MBE Contract Clauses

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

XXIX. PAYROLL PROCEDURES

A. Personal Services compensation is allowable if:

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

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

XXX. TRAVEL PROCEDURES

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

Regards State of Arkansas Employees:

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

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

Regards Other Travelers:

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

XXXI. CONFIDENTIALITY REQUIREMENTS

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

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

XXXII. PROFESSIONAL SERVICES CONTRACT

See 49 CFR Part 18, Subpart C, attached.

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT/CONTRACT TERMS

XXXIII. INDIRECT COSTS

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

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



Legislation Details (With Text)

File #:	RES-17:098	Version:	1	Name:	APPLICATION FOR THE FY2017 CREATIVE PLACEMAKING INVESTMENT GRANT THROUGH THE DELTA REGIONAL AUTHORITY (DRA)
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	7/5/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO SUBMIT AN APPLICATION FOR THE FY2017 CREATIVE PLACEMAKING INVESTMENT GRANT THROUGH THE DELTA REGIONAL AUTHORITY (DRA)				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	DCPI-Notice of Intent to Apply 07052017 Delta Creative Placemaking Pilot Initiative NOFA				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

A RESOLUTION TO SUBMIT AN APPLICATION FOR THE FY2017 CREATIVE PLACEMAKING INVESTMENT GRANT THROUGH THE DELTA REGIONAL AUTHORITY (DRA)

Body

WHEREAS, letters of intent and proposals are now accepted for the FY2017 Creative Placemaking Investment Grant; and

WHEREAS, the FY2017 Creative Placemaking Investment Grant is funded at 50% by the DRA and 50% of local match will be provided by the Jonesboro Rotary Club for a duration of 12 months; and

WHEREAS, the City of Jonesboro is seeking federal funding of \$30,000 for the revitalization of the space across from the Forum as an arts and cultural park with the assistance of The Foundation of Arts for Northeast Arkansas, Jonesboro Rotary Club and the Downtown Jonesboro Association.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY2017 Creative Placemaking Investment proposal to the Delta Regional Authority for the construction of an arts and cultural park across from the Forum.

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



2017-2018 NOTICE OF INTENT TO APPLY

For the Delta Creative Placemaking Investment program in the eight-state Delta Regional Authority service area beginning in September 2017.

The Delta Regional Authority ("DRA") works to improve regional economic opportunity by supporting job creation, building communities, and improving the lives of the 10 million people who reside in the 252 counties and parishes of the eight-state Delta region. DRA is looking for applicants that can substantially improve the physical and social character of their towns, cities, or regions, through the arts and cultural activities in the eight-state Delta Regional Authority area (Alabama, Arkansas, Illinois, Kentucky, Louisiana, Missouri, Mississippi, and Tennessee).

The Delta Creative Placemaking Investment (DCPI) program is designed to help communities enhance the quality of place and quality of life by investing in the distinctive local character of Delta places, for positive economic and community outcomes. DCPI applications shall demonstrate how proposed projects will advance one or more of DRA's funding priorities including: basic public infrastructure, transportation infrastructure, business development, and job training or employment-related education. By investing in one or more of DRA's funding priorities, the DCPI program seeks to revitalize Delta downtowns and main streets, support job creation and innovation, and promote diversity and inclusiveness around a shared understanding of arts, culture, and community, in an effort to advance comprehensive economic and community development strategies within the Mississippi River Delta region and Alabama Black Belt.

Additional information on the Delta Creative Placemaking Initiative and the Delta Creative Placemaking Investment program can be found at www.dra.gov/creativeplacemaking.

A completed Notice of Intent to Apply must be submitted for an organization to be considered for the Delta Creative Placemaking Investment program. **Notices of Intent to Apply are due by Friday, July 21, 2017 at 5:00pm Central Standard Time.** Email your Notice of Intent to Apply to: aholland@dra.gov. Subject line: Intent to Apply. You must use this document to submit your Notice of Intent to Apply for Delta Creative Placemaking Investment program.

Delta Creative Placemaking Investment program applications are due by Monday, July 31, 2017 at 5:00 pm. Partial application submissions will not be accepted.

Eligibility Requirements: Please check these boxes, indicating that you meet these requirements:

- X **Primary Applicant.** A local government entity defined as a county/parish, city, town, village, or federally recognized tribal government (local arts agencies or other departments, agencies, or entities within an eligible local government entity may submit the application on behalf of that local government) operating in the eight-state Delta region;
- X **Primary Partner.** Organization must be a non-profit, tax-exempt 501 (c)(3) U.S. Organization with documentation confirming at least three years of organization programming prior to applying for a DCPI investment;
- D Primary Partner is a cultural (arts or design) organization, historical entity, or museum;
- D Applicant (or Partner) will provide the Corporation Annual Report, Bylaws, and IRS 990 or Independent Financial Audit, attesting to the financial solvency of the organization(s);
- D Applicant (or Partner) will provide a non-federal match of at least 1:1 (i.e. cash or a combination of cash and in-kind contributions); and
- D Applicant (or Partner) will demonstrate how the proposal will advance one or more of DRA's funding priorities.

Primary Applicant is: (Please mark the appropriate box)

Local Government Entity

- D County/Parish
- X City/Town/Village
- D Federally recognized tribal government
- D Local government agency

Legal Name of Primary Applicant Organization: City of Jonesboro		
Address: 300 S. Church St./ P.O. Box 1845		
City: Jonesboro	State: AR	Zip Code: 72403-1845
Tax ID Number: 71-6014739		
Name of Contact Person: Harold Perrin		
Title: Mayor		
Phone: 870-932-1052	Email: hperrin@jonesboro.org	

Primary Partner is: (Please mark the appropriate box)

Non-profit Entity

- X Arts
- D Design
- D Cultural
- D Historical (i.e. museum)
- D Other: please specify _____

Legal Name of Primary Applicant Organization: The Foundation of the Arts for Northeast Arkansas, Inc.		
Address: 115 East Monroe		
City: Jonesboro	State: AR	Zip Code: 72401
Tax ID Number: 58-1682412		
Name of Contact Person: Kristi Pulliam		
Title: Executive/Artistic Director		
Phone: 870-935-2726	Email: Kristi@foajonesboro.org	

In one or two sentences, describe the population of the proposed project location:

The City of Jonesboro has a current population is 74,889 (2016 American Factfinder) with a poverty level of 23.7%, the minority population of 24.98% and the Jonesboro's unemployment rate of 3.0% (DOL – MSA). Additionally, the City also has a small community of Hispanics/Latinos that consists of 5.61% of the total population.

List the geographic area(s), counties/parishes, cities, or locations to be impacted by the proposed project:

Jonesboro, Craighead County, Arkansas

In a brief paragraph, describe how the proposed project will impact the targeted geographic area(s) through the arts and culture sectors if your local government entity and cultural organization is awarded:

This project will change the downtown dynamic, providing a central gathering place for all socioeconomic groups. Existing programs through the Foundation of Arts will be augmented with a more "program-feasible" outdoor area. Partnerships with the Rotary Club and the Downtown Jonesboro Association will provide contributions for all individuals to experience theatre and even Shakespeare in the park. Segments of the community not typically exposed to the arts will practice communication skills through art appreciation, theatre in the park, and free dance classes. Other park programming will include opportunities for songwriters to perform original music, symphony in the park, local showcases for artists, opportunities for adults to learn "step dances" from kids, and festivals, markets and fairs. Programming inclusive of all residents and visitors will provide a better quality of life in our community.



Delta Regional Authority – FY17 Notice of Funding Availability
Delta Creative Placemaking Pilot Initiative

Federal Awarding Agency: Delta Regional Authority

Funding Opportunity Title: Delta Creative Placemaking Pilot Initiative

Announcement Type: Notice of Funding Availability

Catalog of Financial Assistance (CFDA) Number: 90.201

Due Date: Submit through the DRA Funding Portal (funding.dra.gov) by 5:00pm. U.S. Central Time on July 31, 2017

Anticipated Date of Notification of Award Decisions: September 2017 (subject to DRA discretion)

Beginning Date of Period of Performance: Not earlier than September 1, 2017

Important Dates

- Notices of Intent to Apply are due **Friday, July 21, 2017 at 5:00pm.** Central Standard Time. To submit a Notice of Intent, please see the DRA Website: www.dra.gov/creativeplacemaking.
- Applications are due **Monday, July 31, 2017 at 5:00pm. Partial application submissions will not be accepted.**
- Applications will undergo an internal and external four-week review process.

Awards will be made in September 2017.

- **Disclosure:** Publication of this Notice of Funding Availability (NOFA) does not obligate the Delta Regional Authority (DRA) to award any specific number of awards or to obligate any specific amount of funding.

FULL TEXT OF NOTICE

I. INTRODUCTION

A. Background

The Delta Regional Authority (“DRA” or “the Agency”) is an independent federal agency created by Congress in the “Delta Regional Authority Act of 2000” that serves 252 counties and parishes in an eight-state region: Alabama, Arkansas, Illinois, Kentucky, Louisiana, Mississippi, Missouri, and Tennessee. DRA operates as a federal-state partnership and works with its local development districts by utilizing market-proven processes to improve economic outcomes and enhance the quality of life for the people in its region. DRA makes strategic investments of federal appropriations into projects supporting basic public infrastructure, transportation improvements, business development with an emphasis on entrepreneurship, and workforce development.

Together, the Federal Co-Chairman – who is appointed by the President and confirmed by the U.S. Senate – the Alternate Federal Co-Chairman, and DRA’s Board of Governors, seek to foster local and regional partnerships that address economic and social challenges to ultimately strengthen the Delta economy and quality of life for Delta residents.

II. PROGRAM DESCRIPTION

A. Purpose of the Delta Creative Placemaking Initiative (“DCPI”)

Though the 252 counties and parishes served by DRA make up one of the most distressed regions of the country, the Mississippi River Delta region is one of the nation’s most iconic and distinctive places. The region plays a compelling role in our nation’s cultural identity and abounds with rich natural resources and hard-working, innovative people. The Delta not only produces an agricultural bounty that feeds and fuels the nation and the world, but it also boasts unparalleled creativity, evident in its literature,

music, and cuisine.

While other definitions abound, the National Endowment for the Arts suggests that, “Creative placemaking is when artists, arts organizations, and community development practitioners deliberately integrate arts and culture into community revitalization work – placing arts at the table with land use, transportation, economic development, education, housing, infrastructure, and public safety strategies.”

Recognizing the growing importance of quality of place and quality of life in resident attraction and retention, workforce development, business attraction and retention, innovation and entrepreneurship, and economic resilience, the purpose of the DCPI is to encourage municipalities, counties and parishes, local development districts, and other economic development entities to engage more deeply with the region’s arts and culture sectors to spur economic growth in the Mississippi River Delta region and Alabama Black Belt. Through regional collaboration and the formation of cross-sector partnerships, these entities will enhance their collective impact in supporting the quality of place and quality of life in their communities, by strategically integrating the arts and culture within their existing economic and community development strategies and activities.

Ultimately, DRA is poised to support the region’s cultural and creative economies by providing a platform for the arts and cultural sectors to align their efforts with the public sector to assure the rural way of life will continue, as we build more creative, entrepreneurial and inclusive communities.

B. Program Background

In January 2017, DRA developed a three-phase approach for the DCPI as follows:

- **PHASE I: Creative Placemaking Train-the-Trainer**

In February 2017, DRA hosted staff for a Creative Placemaking “Train-the-Trainer” at the Agency’s Regional Headquarters located in Clarksdale, Mississippi. Collaborative support for this training was provided by senior staff from The National Endowment for the Arts, ArtPlace America, Springboard for the Arts, Art of the Rural, The Rural Policy Research Institute, the Alabama State Council on

the Arts, The Mississippi Arts Commission, and the Alliance for California Traditional Arts, among others.

This training was designed to educate and inform DRA staff of the creative placemaking approach within comprehensive economic and community development strategies.

- **PHASE II: Creative Placemaking Regional Workshops**

The second phase will implement a series of workshops, to be held throughout the Mississippi River Delta region and Alabama Black Belt. The DRA Creative Placemaking Regional Workshops will take place in June and July 2017 in the following locations:

June 26-27 | Paducah, KY July 10-11 | Vicksburg, MS

June 29-30 | Wilson, AR July 13-14 | Tuskegee, AL

July 6-7 | Greenville, MS July 17-18 | Arnaudville, LA

These are designed to more deeply inform local elected officials, local development districts, economic development staff and leadership, and other non-arts sector decision-makers about the creative placemaking approach and the DCPI. It is also intended to provide an invaluable training opportunity for municipal, county/parish, and economic development organization teams planning to submit proposals for DCPI seed investments. As indicated in this NOFA, partnerships submitting investment applications under the DCPI are required to have principals attend at least one of these Regional Workshops.

- **PHASE III: Delta Creative Placemaking Investment Program**

The third phase will implement the Delta Creative Placemaking Investment Program for up to \$309,000 of DRA funding. DRA anticipates awarding up to \$30,000 to successful applicants and up to 50 hours of intensive technical assistance from select DCPI partners and DRA staff to be expended within the project period. Applications shall be received by July 31, 2017 and final awards will be announced no earlier than September 1, 2017.

C. Funding Priorities

The DCPI program is designed to help communities enhance the quality of place and quality of life by investing in the distinctive local character of Delta places, for positive economic and community outcomes.

The Agency seeks to build the foundations for long-term economic development and to complement other federal and state resources in the region. To support the DRA mission, successful DCPI applications will demonstrate how proposed projects will substantially improve the physical and social character of their towns, cities, or regions, through arts and cultural activities or assets.

DCPI applications shall demonstrate how proposed projects will advance one or more of DRA's funding priorities:

- Basic public infrastructure;
- Transportation infrastructure;
- Business development, with an emphasis on entrepreneurship; or
- Job training or employment-related education, with emphasis on use of existing public educational institutions in the region.

By investing in one or more of DRA's funding priorities, the DCPI program seeks to revitalize Delta downtowns and main streets, support job creation and innovation, and promote diversity and inclusiveness around a shared understanding of arts, culture, and community, in an effort to advance comprehensive economic and community development strategies within the Mississippi River Delta region and Alabama Black Belt.

D. Performance Measurement

DRA funding and technical assistance provided for DCPI projects will commence on or after September 1, 2017, for a period of up to 24 months. Applicants should allow sufficient time for asset mapping, partnership dialogue and collaboration building, planning, execution, internal evaluation, and project completion/close-out.

DRA's specific intent is to select applicants who are carrying out the Creative Placemaking precepts discussed in the Regional Workshops. This will require careful attention to collective impact approaches, across sectors and jurisdictions, with ample resources and time committed to

building these dynamics. Costs associated with these activities shall be incurred during the requested and DRA-approved period of performance.

III. FEDERAL AWARD INFORMATION

A. Estimated Available Funds

DRA anticipates awarding up to \$30,000 to successful applicants, with the total award amount based upon the scale and scope of the proposed activities. DRA reserves the right to alter the award limit for a project, and discretion to only support certain phases and/or specific expenditures.

All DCPI investments require a non-federal match of at least 1:1, but these matching funds must be cash, or a combination of cash and in-kind contributions. In-kind contributions can include staff time from the primary applicant or partnering organization's leadership.

Budget proposals may include matching funds not yet committed at the time of application, but all costs included in the project budget shall be expended within the period of performance outlined in the submission.

IV. ELIGIBILITY INFORMATION

A. Eligible Applicants

All applications require two primary partners, as defined by the guidelines herein Section IV Part A. Entities that are eligible to apply for DCPI funding include both a primary:

- i. Applicant: Local government entity; and
- ii. Partner: Non-profit entity.

For the purposes of these guidelines, a local government entity is defined as a county/parish, city, town, village, or federally recognized tribal government. Local arts agencies or other departments, agencies, or entities within an eligible local government entity (i.e. a Main Street project) may submit the application on behalf of that local government. The following do not qualify as local government entities: state-level government agencies, other state-designated entities, state higher education institutions, regional governments and entities, quasi-government organizations, regional planning organizations, and business improvement districts.

The other primary partner must be a non-profit, tax-exempt 501 (c)(3) U.S. Organization with documentation confirming at least three years of organization programming prior to applying for a DCPI investment.

One of the two primary entities must be a cultural (arts or design) organization, historical entity, or museum.

Additional (non-primary) partners are strongly encouraged, and may include a variety of appropriate entities such as, but not limited to, arts organizations and artists, state humanities councils, business leaders, community organizations, council of governments, design professionals and design centers, educational institutions and organizations, foundations, non-profit organizations, real estate developers, rural planning organizations, special districts, state-level government agencies, transportation agencies, as well as other public and governmental entities.

All eligible applicants must be applying for projects that operate in or are serving residents and communities within the 252 counties and parishes of the DRA footprint.

***For-profit entities, while not eligible to apply directly, are a key component of economic and community development and, in many circumstances, the ultimate beneficiary of the project funding. They can be a partner within a project but cannot serve as the lead applicant for DCPI funding.

***Eligible entities owing any type of federal debt are precluded from applying for DRA funding until such a time as the federal debt is paid in full. Should a scenario arise where a federal debt is incurred after a DRA award has been made, any disbursement of grant funds will be swept by the Internal Revenue Service (IRS) and applied toward the debt. In this circumstance, no further DRA funds will be disbursed and the grantee will be responsible for repaying these grant funds to DRA.

B. Eligible Projects

DRA plans to support a variety of projects across the Mississippi River Delta region and Alabama Black Belt. Successful DCPI projects will impact the quality of place and quality of life of Delta communities by advancing local and regional priorities such as infrastructure improvements, job

creation, local business development, blight and vacancy, public safety, health, equity, and community cohesion.

Examples of eligible DCPI projects include, but are not limited to, the following:

- Utilizing the arts and culture as a catalyst to revitalize downtowns and main streets;
- Cultural asset mapping, community visioning, and community design dialogues;
- Creative approaches that address community challenges or economic and community development priorities;
- Transformation of a perceived community liability into a community asset, through the arts and culture;
- Development of an arts or cultural business incubator or apprenticeship program; and
- Integrating the arts and culture in the redevelopment/reuse of public spaces (i.e. infrastructure, bridges, districts, plazas, pavilions, etc.).

Creative placemaking projects are often multi-year, community-wide, and large-scale initiatives. DCPI applications shall specify which phase or phases the requested funding will address.

C. Items Not Funded

The DCPI program shall not fund the following:

- Costs incurred before or after the beginning of the official period of performance;
- General operating or seasonal support;
- Costs for the creation of new organizations;
- Direct grants to individuals;
- Individual elementary or secondary schools – charter, private, or public – directly;
- Commercial (for-profit) enterprises or activities;
- Cash reserves and endowments;
- Costs to bring a project into compliance with federal grant requirements;
- Awards to individuals or organizations to honor or recognize achievement;

- Professional training programs or courses in degree-granting institutions;
- Projects that replace arts instruction provided by an arts specialist;
- Publication of books or exhibition of works by the applicant organization's staff, board members, faculty, or trustees;
- Exhibitions of, and other projects that primarily involve, single, individually-owned, private collections;
- Project costs supported by any other federal funding. This includes federal funding received either directly from a federal agency (e.g., NEH, HUD, National Science Foundation, or an entity that receives federal appropriations such as the Corporation for Public Broadcasting or Amtrak); or indirectly from a pass-through organization such as a state arts agency, regional arts organization, or a grant made to another entity;
- Alcoholic beverages;
- Gifts and prizes;
- General miscellaneous or contingency costs;
- Contributions and donations to other entities;
- Fines and penalties, bad debt costs, deficit reduction;
- Social activities such as receptions, parties, galas;
- Lobbying;
- Marketing expenses that are not directly related to the project; and
- Audit costs that are not directly related to a single audit (formerly known as an A-133 audit).

V. APPLICATION AND SUBMISSION INFORMATION

Eligible applicants shall adhere to the following guidelines in submitting DCPI applications:

A. Submission Date and Time

i. **Notification of Intent to Apply**

Notification of Intent to Apply are due Friday, July 21, 2017 at 5:00pm Central Standard Time. To submit a Notice of Intent, please see the DRA website: www.dra.gov/creativeplacemaking.

ii. **Application Submission Deadline**

Applications will be reviewed beginning **July 31, 2017**.

Award notifications will be given by September 2017, after a four-week period of Partner Review, Clarification Period, DRA Internal Review, and Risk Assessment Evaluation.

B. Other Submission Guidelines

Prospective respondents will have the opportunity to submit written questions via e-mail to clarify any uncertainties that may exist. All questions must be submitted via e-mail to aholland@dra.gov. All questions shall be marked “DRA NOFA – Delta Creative Placemaking” in the e-mail subject line.

To provide equal treatment of respondents, all questions and corresponding answers will be posted on www.dra.gov/creativeplacemaking.

i. **Submission of Required Documents**

As a component of the DCPI application, all applicants are required to upload the following documents into the DRA Funding Portal (funding.dra.gov):

1. **Map/Photos.** Include granular maps and/or photos indicating the location of the proposed activities that will help reviewers not from your area understand exactly where the proposed activities will take place. Describe your project’s geographical boundaries in the narrative.
2. **Letters of Support.** All applicants must submit no less than three, and no more than five, letters of support or evidence of community support (i.e. highest ranking official or principal of the organization). Please combine all letters into one document.
3. **Corporation Annual Report.** All non-profit organizations with 501(c)3 status must upload the organization’s most recent annual report.
4. **IRS 990/Audit.** All non-profit organizations with 501(c)3 status must upload the organization’s most recent IRS 990 or independent financial audit.
5. **Bylaws.** All non-profit organizations with 501(c)3 status must upload the most recent copy of the organization’s Bylaws.

VI. APPLICATION REVIEW INFORMATION

Applications shall provide a well-designed plan with clear and compelling justification for receiving DRA funds to support creative placemaking projects. Reviewers will assess applications against the selection criteria below and rate them accordingly, so it is important that sufficiently detailed responses to each criterion are provided. Understanding the key program requirements, as described previously in this NOFA, will help develop a competitive grant application.

A. Criteria

The following criteria will be evaluated for each application:

- Does the application address the specific stated goals of the DCPI program?
- Do the submitted materials clearly indicate the commitment of the primary applicant and other primary partner to this proposal?
- Do these organizations, and the other partners identified in the application, have the capacity, technical expertise, community support and artistic/cultural competencies necessary to design, develop and execute the proposed project?
- Is there sufficient competence within the cultural/art/design organizations to achieve artistic excellence and project completion?
- Does the vision for this project, and the stated outcomes, enhance the quality of life, social and economic diversity, community inclusiveness and overall cohesion?
- Does the proposal reflect creative approaches which address future community plans, priorities and challenges?
- Where appropriate, does the proposal address the needs of underserved populations, including those whose experience of the arts have been limited by geography, ethnicity, disability, class or poverty?
- Is the scale and scope of the proposed project feasible, appropriately funded, and capable of on-time completion?
- Will the community at large be adequately engaged, to assure the longer-term sustainability of the enterprise?
- Were appropriate evaluation metrics, documentation, and dissemination processes identified, and can they be executed by the partner organizations?

B. Review and Selection Process

The assessment of applications involves a wide range of considerations. DRA will engage external and internal (staff) reviewers with relevant knowledge and expertise to provide insight and input on the eligible applications. Ultimately, the review and selection process will produce a diversified set of high-quality projects that represent the selection factors described in this NOFA.

i. **Stages in the Review Process**

Informational Sessions – Informational sessions about the DCPI, DRA, the NOFA, funding priorities, and this application process are offered by phone, webinar, or in-person meetings on an ongoing basis. The dates for these information sessions can be found at www.dra.gov/creativeplacemaking.

Partner Review – Applications received are provided to DCPI partners to review. DCPI partners will score applications and provide feedback to DRA staff in advance of DRA Internal Review.

Clarification Period – DRA seeks to cultivate successful project models and maintains discretion over the allowance of applicants in need of additional assistance and adjustment to their application, to be provided a period of clarification. During this period, feedback will be shared with the applicant, allowing them to adjust their application before final submission.

DRA Internal Review – Final review and determinations on the application are made by DRA staff utilizing feedback provided during the review process, and considering resubmitted applications following the Clarification Period.

Risk Assessment Evaluation – DRA staff will evaluate the risks to the program posed by each applicant, including conducting due diligence to ensure an applicant's ability to manage federal funds and the applicant's past performance (if applicable.) This evaluation is in addition to the evaluation of the applicant's eligibility for funding and the quality of its application based on the selection criteria. Results from this evaluation will inform funding decisions. In evaluating risks, among other factors, DRA may consider the following:

- Financial stability;
- Quality of financial management systems and ability to meet the administrative standards;
- History of performance as reflected in the applicant’s record in managing previous DRA awards;
- Reports and findings from single audits performed under OMB Circular A-133 and findings of any other available audits;
- IRS Tax Form 990;
- An applicant organization's annual report; and
- Publicly available information including information from an applicant organization's website.

Project Award Announcements – Successful applications and denials will be provided notice by September 2017.

ii. **Selection for Funding**

Successful DCPI applicants will be awarded the following:

- Up to \$30,000 of DCPI funds (total amount is contingent upon DRA discretion); and
- Up to 50 hours of intensive technical assistance from select DCPI partners and DRA staff to be expended within the project period.

C. Feedback to Applicants

Following DCPI awards, compliant applicants will receive summary comments from the review. This feedback will be based on the review of the original application and will not reflect information that may have been provided during the Clarification Period.

D. Transparency in Delta Creative Placemaking Initiative Investments

DRA is committed to transparency in its investments. The following information for applications will be published on the DRA website within 90 business days after all grants are awarded:

- A list of compliant applications submitted; and

- A brief project narrative summarizing successful applications.

VII. FEDERAL AWARD ADMINISTRATION INFORMATION

A. Federal Award Notices

DRA will make awards following the project selection announcement. DRA anticipates announcing the results of this competition by September 2017. Applicants will be notified of funding decisions via e-mail. This notification is not an authorization to begin award activities. The Notice to Proceed Letter signed by the Federal Co-Chairman of DRA is the authorizing document for award activities. Unsuccessful applicants will also receive a notification that their application was not approved for funding.

An awardee shall not expend federal award funds until the start of the project period identified on the Notice to Proceed Award. It is anticipated that successful DCPI applicants will receive awarded funds on a reimbursement basis as approved by DRA over the course of the project period. DRA reserves the right to amend this if determined that pre-award costs may be necessary on a case-by-case basis.

B. Other Information

Appropriate portions of successful proposals may be incorporated into the contract between the applicant and DRA and shall be a matter of public record subject to disclosure under the provisions of the Freedom of Information Act, 5 U.S.C.A. § 552, As Amended By Public Law No. 104-231, 110 Stat. 3048.

DRA will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this NOFA. Selection or rejection of the proposal will not affect this right.

DRA shall not, under any circumstances, be responsible for any cost, or expenses associated with this proposal including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the proposal or any related information, data documentation and material. Costs for developing any proposal will be the sole responsibility of the respondent

whether or not any award results from this solicitation. DRA will not provide reimbursement for such costs.

The respondent is prohibited from making multiple proposals.

DRA may withdraw or cancel this NOFA any time prior to the award of a contract. DRA may amend this NOFA by issuing a notice of amendment prior to the opening of proposals. In unusual circumstances, DRA may postpone a proposal opening in order to give sufficient time to respond to an amendment.

DRA reserves the right to request necessary amendments, reject any or all proposals received, or cancel this NOFA, according to the best interest of DRA. DRA also reserves the right to waive minor irregularities in proposals provided such action is in the best interest of DRA.

Where DRA may waive minor irregularities, such waiver shall in no way modify the NOFA requirements or excuse the respondent from full compliance with the NOFA specifications and other contract requirements if the respondent is awarded the contract.

Institutions must warrant that no sums or anything of value has been or will be paid directly or indirectly to any officer or employee of DRA such as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the institutions in connection with any work compensated or performed.

DRA cannot and does not make any representatives or warranties with regard to the information, data, documentation, and material conveyed in this NOFA or otherwise provided by DRA. Institutions shall conduct their own independent investigations and analysis and make their own assessments, judgments, and decisions regarding this opportunity.

Some of the contents of this NOFA and the response submitted may be incorporated by reference in any final contract resulting from this NOFA.

The contract created as a result of this NOFA and the accepted response will be made under, and shall be governed by, and construed in accordance with the laws of the State of Mississippi.