



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, September 25, 2018

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

MIN-18:092 Minutes for the Finance and Administration Committee Meeting on September 11, 2018

Attachments: [Finance Minutes 09112018.pdf](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

RES-18:148 A RESOLUTION TO CONTRACT WITH UNILEVER FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [unilever jmcp contract](#)

RES-18:149 A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [frito lay jmcp contrat](#)

RES-18:150 A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [frito lay jmcp contract 2](#)

RES-18:151 A RESOLUTION TO CONTRACT WITH OLDHAM LAW FIRM FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

Sponsors: Parks & Recreation

Attachments: [oldham law firm](#)

RES-18:152 A RESOLUTION TO CONTRACT WITH PLAY IT AGAIN SPORTS FOR SPONSORSHIP

OF ONE BASEBALL FIELD SIGN AND ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [play it again sports jmcp contract](#)

**RES-18:153** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT WITH MEDIC ONE AMBULANCE SERVICE, LLC

**Sponsors:** E911

**Attachments:** [medic one tower space rental agreement](#)

**RES-18:154** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH GOSHEN MEMBERSHIP SERVICES, INC TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER

**Sponsors:** Mayor's Office

**Attachments:** [Goshen Membership Services Lease Agreement](#)

**RES-18:155** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2019 STEP SUBGRANT AWARD

**Sponsors:** Grants and Police Department

**Attachments:** [2019 Highway Safety Subgrant Agreement](#)

[2019 Highway Safety Subgrant Terms](#)

**RES-18:156** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER JONESBORO FOR THE CDBG PUBLIC SERVICES PROGRAM

**Sponsors:** Community Development and Grants

**Attachments:** [Habitat Agreement](#)

**RES-18:157** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH EL CENTRO HISPANO FOR THE CDBG PUBLIC SERVICES PROGRAM

**Sponsors:** Community Development and Grants

**Attachments:** [HCSI Agreement](#)

**RES-18:158** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM

**Sponsors:** Community Development and Grants

**Attachments:** [WENA Agreement](#)

**RES-18:159** A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH MID-SOUTH HEALTH SYSTEMS TO COLLABORATE IN THE REHABILITATION ACTIVITIES FOR TRANSITIONAL GROUP HOME PROJECT

ACCORDING TO THE 2018 CDBG ANNUAL ACTION PLAN

**Sponsors:** Community Development and Grants

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



## Legislation Details (With Text)

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**File #:** MIN-18:092    **Version:** 1    **Name:** Minutes for the Finance and Administration Committee Meeting on September 11, 2018  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 9/12/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance and Administration Committee Meeting on September 11, 2018  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Finance Minutes 09112018.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance and Administration Committee Meeting on September 11, 2018





# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, September 11, 2018

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

*Mayor Harold Perrin was in attendance.*

**Present** 4 - John Street; David McClain; LJ Bryant and Joe Hafner

**Absent** 2 - Charles Coleman and Ann Williams

### 3. Approval of minutes

[MIN-18:088](#)

Minutes for the Finance and Administration Committee Meeting on August 28, 2018

**Attachments:** [Finance Minutes 08282018.pdf](#)

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

**Aye:** 3 - John Street; David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-18:142](#)

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY AND ACCEPT THE FY2017 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT (SAFER)

**Attachments:** [Award Package - SAFER Grant](#)

*Councilmember David McClain said he was trying to figure out the matching portion of \$181,255 that we have to match. Did we anticipate that this year? Mayor Perrin stated that in 2019, I believe this is a grant funded for two years at 75% with a 25% local match, then it drops down to 35% with a 65% local match for one year and requires an additional two years with no additional funding. The total grant is \$291,587. We will match \$181,255 for a total of \$472,842. We will do the 75/25 match for two years. That*

*is what it will be in 2019, in 2020, and then in 2021, we will put in 65%. Chairman Hafner said there are no expenses for 2018. This starts in 2019. Mayor Perrin said this does not start until January 1, 2019. We will put this in the 2019 budget. Councilmember McClain said ok, that is what I was wondering. Then, after three years, we pick up the tab. Fire Chief Kevin Miller said yes, 100%. Councilmember McClain said ok, that is all I had. Chief Miller said thank you.*

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

**Aye:** 3 - John Street;David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams

[RES-18:144](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE EXECUTION OF THE FY2018 CDBG ACTION PLAN

**Attachments:** [Funding Approval 8.2018](#)

*Councilmember David McClain asked, is this different? I know it is the same thing, but how does it differ? Is it just an agreement? Mayor Perrin said yes sir. Each year, we apply, and of course, we are an entitlement city, so each year, they tell us how much they are going to give us. We were very fortunate. Starting in 2019, that our total amount will be \$622,310 and that is up. Community Development Director Tiffny Calloway said it is up 7% more than last year's allocation. This is us actually accepting the funds. You all approved the actual action plan which talks about exactly what we are spending it on. We got our award letter and before the mayor can sign the award letter, you all have to approve, that yes, we want to accept the \$622,310. Councilmember McClain said I was just trying to make sure I wasn't missing something. Ms. Calloway said this is the final step. Councilmember McClain said ok, thank you. Mayor Perrin said that you will see the line item in how they allocate it based on the action plan. Councilmember McClain said, I knew it was in the action plan, but I was just trying to make sure how this was different or what step it was. Mayor Perrin said that it is just the award. Councilmember McClain said ok, thank you.*

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

**Aye:** 3 - John Street;David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams

[RES-18:145](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ASPHALT PRODUCERS, LLC FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL - PHASE III (ARDOT NO. 100919) (2018:31)

**Attachments:** [Letter of Concurrence - ArDOT](#)

*Councilmember John Street said, Mayor, this says you can start when this is signed or accepted. Is it going to start soon? Mayor Perrin said this was for the finance and you are passing a resolution now and we have already got everything ready to go. Once you all approve the resolution and forward it onto the council, then Tuesday night, it will be*

on the consent agenda. Correct me if I am wrong, April. Once that is done and you approve the consent agenda, we can start and we are ready to start. This is the back side of Craighead Forest. Let me just say this, we have been very blessed in this town to get grants from the Highway Department, but this will be the last year because they will not be having any more. It started off with Safe Routes to School which started off of TAP, the Transportation Alternative Plan. Unless they get funded through the legislature with the Federal Match, then Deputy Director of ArDot, Ms. Lorie Tudor told me don't plan on filing for anything in 2019 on any grants. If you all will remember, we have been picking up all of Craighead Forest with funds paid by TAP over a three-year period. We have been blessed by it. Let's just hope that the Highway Department gets funded.

Councilmember David McClain asked, this is phase three, is it in the backside? Mayor Perrin said yes. You know where you come out of the backside of Craighead Forest where the cemetery is, so it will come out there. Councilmember Street said on Lincoln. Mayor Perrin said it will hit and go down the road there down to Highway 1. Councilmember McClain said ok. Councilmember LJ Bryant asked if it would be on the north or the south side of Craighead Forest Road. Mayor Perrin said it will be the south side or is it the north. I'm trying to think. Community Development Director Tiffny Calloway said it would be across the street from the apartments. Chairman Joe Hafner said it would be across the street from the apartments. Parks Director Danny Kapales said that it would be on both sides at some point. It is going to come out at Lincoln Drive that is right along the cemetery and as it gets to Craighead Forest Road, it is going to cross Lincoln and continue down Craighead Forest Road until it gets to the top of the hill. We are going to do the road crossing at the top of the hill so you can see traffic coming from both directions. Once it crosses, it will be on the north side of the road and at that point and go all the way down in front of the apartments. Councilmember McClain said ok. Mayor Perrin said very good.

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

**Aye:** 3 - John Street; David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams

[RES-18:146](#)

A RESOLUTION TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JONESBORO AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE FOR WATER FOUNTAINS AT CRAIGHEAD FOREST PARK

**Attachments:** [City of Jonesboro water fountains MOA](#)

Mayor Perrin said Mr. Chairman, let me make a comment on this one if I may. The grant is for \$2,950 for five of these water fountains and I think, we discussed this late yesterday afternoon, Parks Director Danny Kapales, and I, and Chief Financial Officer Bill Reznicek, and Maintenance Director Ronnie Shaver. It appears that the low bid meeting specs to mount these is going to cost \$900 for each one of those. So, that is \$4,500 to install them and you are only talking about \$2,950 for the water deals. I don't know if we are going to get a lower bid than that or not. But, if not, I don't see the desire to go ahead and spend \$4,500 to put these here on there. We do have some now, I think, out at the park.

Chairman Joe Hafner asked if it was going to cost about \$1,000. Mayor Perrin said no,

*it is going to cost you \$4,500. Chairman Hafner said, minus the \$2,950 because we got the grant. Mayor Perrin said \$2,950 is what the grant is worth which you are not paying for. We would, in turn, once we get the water fountains in here, then you are going to have to have them installed and the lowest bid that we got is \$900 each. So, that is \$4,500 you are going to spend to put up these. I think we can wait a year to see how these grants come a little bit better or something on these things. There are all types of these. We are running into the same thing with what I call hydration stations. Those hydration stations are \$2,500 a piece up to \$5,000 a piece. We are just being very cautious on this and this body could go ahead and forward this to the council and it would be put on the consent agenda. But, again, if I got a lower price, I could share it with you at that time. It would be my suggestion or my recommendation that we don't apply for this. It is just too much money for installation. This is something we are going to start having spreadsheets on that we talked to Community Development Director Tiffny Calloway about. That is, on these grants, I want a cover sheet for anything I can read. I can read on the computer, but I want to make sure how much we are applying for, what are we getting with the money, and any other, and this is the key, any other expenses tied to that grant. The pump track out at Craighead Forest Park was \$98,000. Wrong, because if you read into that grant, you have to put in more plumbing, you have to put in water fountains out there with this grant if I am not mistaken Danny. So, when you get done adding that up, this city council is not out \$98,000, it is going to be out probably, I want to say, another \$25,000-\$30,000 worth of plumbing and all of this stuff. That is ok if you know it on the front end and if, in fact, you think it is worth putting in. Now, we have already passed the deal on the pump track and it is in. So, we have got to put the water fountains out there and we have got to do all of this other stuff that was in the backside of that grant. All I am saying to you here on this one is that things are tight and I don't think we need to apply for it.*

*Chairman Hafner said, the only thing I want to say is that I understand your point. I know we had the gentleman, I think it was Jason Rufkar at the council meeting that one night talking about the water fountains at the different parks in the city. I know as much as Craighead Forest is used, year around, especially during the summer time and the warmer months of the year, when we can put water out there and do it, there needs to be water out there. A lot of people remember to bring their water bottles and stuff, but there are a lot of kids and stuff out there that don't. Mayor Perrin said I understand. There is water out there.*

*Parks Director Danny Kapales said part of what we are doing with the water fill and bottle stations, we are actually going to have three out there. So, that is going to provide stations around the park. Chairman Hafner said ok. Mr. Kapales said if we don't do these fountains, we are still installing stations for people to fill water bottles. Plus, there was one put in at the trailhead. So, there is a water station there. At the campground, there are water fountains. We are still putting fountains in. So, we are going to possibly avoid doing these and taking on costs that we don't need to take on. Councilmember David McClain asked, with adding the three, how many do we have out there currently? Mr. Kapales said, currently, there is actually four located at the restrooms on the campground and other than that there are water spigots around the park. Where we are going to locate these, they are going to be along the walking trail. Fortunately, talking about the pump track, the one that we are getting with it, I got approval that I am going to be able to move that down to the bathroom facility which will reduce our water line that we have to put in. So, that will actually fall in between the pump track and the playground. So, we will be putting a water station right there close to the playground that is accessible by everybody. Then, the other two that are coming into play are going to be close to the walking trail on Access 3 and then over on Access 6 we are doing another one. So, we are placing these water bottle fill stations*

around the park so that they are within a mile of each other as you are walking around the trail.

Councilmember McClain asked, do you feel like those on top of what we have now will be plenty to serve the park? Mr. Kapales said that right now, I think that would be plenty to take care of us until we are in a better situation. Then, we can take advantage of a grant that we can put more water fountains in later on. Councilmember LJ Bryant asked, what parks don't have water fountains? Mr. Kapales said that it would be any park that doesn't have a restroom facility in it, does not have a water fountain. So, we have quite a few pocket parks that don't have water fountains. But, the problem you run into when you start working on water fountains, is that you have to have water access. And, running water lines is a lot more expensive than putting in a water fountain. We have to be cautious as we move forward on what we are spending just to get a water fountain put in place. But, we are without water fountains at quite a few pocket parks.

Councilmember Bryant asked, so Mayor, is it your recommendation that we vote it down here or go ahead and take it to council? Chairman Hafner said you don't even have to vote on it without a motion and a second. Mayor Perrin said, I am just saying, I don't think we need to do this because I agree with Mr. Kapales. These things go up and down. So, the next time, the grants may be for a lot more money that we can do. And, again, all I am saying to you is to add \$4,500 on top of that \$2,950. If we didn't have anything out there, it would be a whole different picture. But, now that we have got those out there and we have got the water stations that you can fill your water bottles with, I just don't see spending \$4,500 for installing these. I'll be honest with you. Now, in the future, as you go through this and particularly all of your restrooms and stuff like he said, you've got water fountains on those, I think or you can plumb those very easily and do a mount. But, to spend \$900 for each one of these, I just don't see it. I'll just be honest with you. You are not taking anything away from the citizens, let me just say that. Ok. That is what I am saying.

**A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.**

**Aye:** 3 - John Street; David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams

## **5. Pending Items**

## **6. Other Business**

Chairman Joe Hafner said he sent a text to Chief Financial Officer Bill Reznicek this afternoon to give us a quick update on the budget. I think he is in a meeting. So, Trever, did he ask you to give an update? Finance Manager Trever Harvey said he did not. Chairman Hafner said I know from reading the Chief Operations Officer's report, I know that budget meetings are ongoing and everyone is aware of how tight the budget is. Our cleanup budget is up. As Chairman of the Finance Committee, and I know they are doing this, but from the Mayor to the Department Heads to the Finance Department or whomever, just look at everything very critically and make good, smart decisions with the taxpayer's money. I know there are probably be a lot of questions about the budget this year, about what is in there and what is not in there. But you know what, when things are lean, we have got to make tough decisions.

Mayor Perrin said, Mr. Chairman, you will have a powerpoint presentation by Mr. Reznicek for the full council. In fact, I will probably want to call a special council meeting to do that because that is all that we will talk about. There are going to be a lot of questions on the budget. So, therefore, each powerpoint will have every department, of what they requested, and again, from that, what we actually come down to for you all to discuss. We allow the department heads to, if we have to take things out of the budget, we let them go back and prioritize what they feel like they really need to have. So, we work with the department heads pretty closely on that. Ok. The only other thing I can say is that Police Chief Rick Elliott and I and Bill Reznicek and I can't remember who all was in the room, but there are two big items that we are going to be coming up with and that is body cameras and cameras for the cars. So, I just want to make a note of record here so it will help the Chief on this because we have been using these body cameras, for about I don't know how many months, for free through the company. They have been through I don't know how many companies looking at the best ones. So, I just want to let the record note that we are going to be looking at that and budgeting those items in there and it will be a pretty good amount. But, I think they have done a large due diligence on this thing to get it down to where it is now on that. And, Chief, you are welcome to get up and speak on it if you want to. But, it is going to be a big amount. It is going to come out of the budget, but again, it is something that we have known we were going to be facing. It was just a matter of time. It is time to pay the piper.

Police Chief Rick Elliott said you are absolutely correct Mayor. When I took over as Chief four years ago, this was one of the first projects, trying to implement a body camera program. We have spent four years going through multiple vendors doing our due diligence to find a camera and software system and storage solution that would suit the department's needs. We have since found such a camera. The company is called Axon. Also, with this company, we have put together a package of not only body cameras, but tasers as well. Our current stock of tasers is at the end of life. They are starting to die out and they cannot be fixed because they no longer service this particular model that we originally bought. So, that is typical with a lot of products, especially in our industry that there is an end of life. It is unfortunate that we have several big ticket items that are at the end of life. Tasers is one of them. We generally spend \$15,000-\$20,000 a year just buying and replacing tasers. But, on this program that we are fixing to buy into or we are wanting to buy into, it is 170 cameras and 170 tasers. It includes cloud storage. Under their contract, every 2 ½ years, they will replace our cameras free as part of the contract. If we have any damages or loss of cameras in between, they replace them for free, no cost. On the tasers, they will replace them every five years at no cost.

So, the contract with Axon will be a yearly on-going contract. It starts out, without giving a lot of details, but it will start out as a five-year contract. We will pay x amount of dollars every year and at the end of five-years, we will renew the contract and keep on-going and everything still applies. So, therefore, with this being said, we will never have cameras that are outdated and have to repurchase because you are getting refreshed on your cameras and you are getting refreshed on your tasers every so often under contract. Plus, we have cloud storage.

On the third part of this contract that we worked out with Axon, we are also at the end of life on our car camera system. We currently deal with a company called L3. That camera system, with the model that we have, they are no longer repairing those cameras when they go down. So, now we have a few cars without car cameras because we are having to take from the supervisors and having to put them in the

patrol officers cars so they will have a car video camera. This system is at the end of life also. Our solution is that Axon has a package deal that we not only get the body camera, but we also get the tasers. They have a fleet program that they just started. So, we buy into Axon Fleet. The good thing about Axon Fleet cameras is the body cameras mirror or tie into the car camera system. So, it is one backup system that accommodates both cameras. When the officer's camera is activated, it activates both and both are sent to the same file for storage purposes which is a huge asset for us because we are not managing two different video systems. We will get away from the L3 system and just go to one system.

We will be coming before finance at the next finance meeting with a contract for this. But, just heads up that it is pricey. I will be glad to sit down and visit with you over it and go over it. I think, if need be, before council, I can address why we need cameras. I think everybody understands that. I don't believe I need to argue that. I can send you my thoughts on it that I have typed up if need be. But, this is kind of where we are.

Now, once before, before this finance committee, several months ago, you had talked about you didn't like surprises about things coming up. And, I stood up then and mentioned that this will be one of the programs that is coming up and also mentioned that our laptop computers are at the end of life, a lot of them. Chairman Joe Hafner said that somebody didn't plan very good. Chief Elliott said if you look back years ago, you got grant money and you got a chance to buy a lot of things and we did. But, what we didn't do is set up a plan to replace or get a replacement program. These things were done before I took over. These are just the problems I inherited. So, trying to come out of this, we now have plans for replacement for about everything. But, guess what, it is expensive. We are looking at getting on a laptop replacement program. Then, our next big ticket item that is coming up at end of life is our radio system. On our Motorola radio system, we have the portables. The biggest percentage of the portables in the mobile radios that we are using today are at the end of life. They are no longer making parts or they are no longer servicing. Therefore, when a radio dies, at this point, if we can't cannibalize another radio and put it back together, then that radio is done. The cost of a radio for Motorola is about \$3,500 a radio. I have 365 radios times \$3,500. Now, that is not counting the Fire Department radios. So, we start looking at our radio system for emergency services in the next few years. There is going to be a huge expense that we have to look at. Also, in this expense, you have got to look at upgrading your tower sites and probably adding more tower sites. So, your infrastructure is going to have to be upgraded also.

With all of this being said, we understand that the budget is lean. Trust me, we get that. But, what I am throwing out there is, we are talking public service, emergency services, and we are at the point of being critical in the next few years. So, there are ways of looking for grant funding opportunities to offset some of this. We do have a grant submitted from Body One Cameras which will take a huge chunk out of this if we are awarded this grant. But, we still have to budget for it and then get compensated down the road for the grant once it comes through. I think there are some funding opportunities for the radio systems down the road. We are starting to explore those opportunities. Of course, Motorola, obviously, offers lease and financing solutions also. So, that can be spread out over a contract over years. Chairman Hafner said good update. Chief Elliott said that is kind of where we are at. Our first priority right now is getting Body One cameras and the Fleet Camera system through the program. In the next few years, we need to be thinking about some other things that are coming up on the radar. You have been duly advised. Chairman Hafner said we appreciate it.

Mayor Perrin said that Mr. Reznicek has picked up on that on what he is talking about.

Councilmember LJ Bryant said, and I think too Mayor on Mr. Reznicek's presentation for Chief Miller and Chief Elliott and the 911 center and whoever, I think on the public safety stuff, we really need to have a good grasp on the cost of the long term solutions because public safety has to be number one. So, I appreciate you being honest with us. Chief Elliott said I try to do, just like the city, we try to do long range planning. We do a 20 year or a 15 year plan or a 10 year plan. I am trying to manage my fleet of vehicles. I have 180 vehicles in fleet. I am trying to manage what needs to go at a certain period of time and usually I have got a year or two wiggle room. And, then, we can't get vehicles and that puts everything off track. Then, somewhere down the road, we are going to pay for it. I will play with the cards I am dealt with, but we are just trying to be or I am just trying to base my plan upon what I have to work with. With all of that being said, I think with bringing the mechanics on board that we have now, we have greatly extended the life of our fleet. So, that is going to help me extend the life of the units. I think we have had a huge savings on that already. If you have any other questions, let me know. I will be happy to sit down and talk with any of you. Chairman Hafner said he appreciates that.

Mayor Perrin said that in your comment Councilmember Bryant, he is doing that now on the capital improvements and he is going out probably 3-5 years at least. When you get past five years, you are in infinity, you actually don't know. Yes, I can give you those and put a percentage and you are a CPA and you know what I am talking about. What we are saying is that we are looking at actual or what we think is really going to happen. Just the same thing as Chief Miller over there. We know we are growing in the Valley View area. We know that CWL is putting in a substation. We know a lot of things are happening. So, we also know that somewhere down the line in the next, I don't know, that would be his call with the ISO Rating, to hold that rating, probably in the next two to three years or four, we will either start or have finished another complete fire station. Well, that fire station, this is the big one. He has been telling us that because that is not only buying the land, and putting the building up, but you have got to put the men in there, which is sixteen. Then, you have to put all of the equipment inside of there. So, now, you are looking at \$12-\$14-\$15 million. You are not looking at \$2.5-\$3 million at all. Let's just say I'm rounding off, even at 16 at \$100,000 and it won't be that much, but that is 1/6th, you take the land, you start putting two or three trucks in there with a cost of \$300,000-\$600,000-\$700,000 a piece. Then, you have to have all of the apparatus. Then, you have to have all of the clothing for those firemen. So, it doesn't take long. I signed a purchase order the other day. I didn't know the shirts and the coats on some of these fire resistant items cost thousands of dollars for one outfit. You have to have it. Our town is growing. The good news is that your town is growing. We just need to get that sales tax and get that law changed and some other stuff and we may have to go to some other options. I'll just put it that way. And, then we will be in good shape. I didn't want to leave you that bad today. Chairman Hafner said that is what we need to hear. We need to hear that kind of stuff. Mayor Perrin said we wanted to hear that and that is why we have been talking a year on this thing. I mean really talking a year.

## 7. Public Comments

## 8. Adjournment

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



**Aye:** 3 - John Street; David McClain and LJ Bryant

**Absent:** 2 - Charles Coleman and Ann Williams



## Legislation Details (With Text)

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<b>File #:</b>	RES-18:148	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>		To Be Introduced	
<b>File created:</b>	9/19/2018	<b>In control:</b>		Finance & Administration Council Committee	
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH UNILEVER FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">unilever jmcp contract</a>				

Date	Ver.	Action By	Action	Result
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### A RESOLUTION TO CONTRACT WITH UNILEVER FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Unilever is seeking sponsorship recognition on one athletic field sign at the Joe Mack Campbell Sports Complex; and

WHEREAS, Unilever is sponsoring the athletic field sign for the sum of \$2,500.00 per year for a period of 3 years effective September 4, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Unilever for the sponsorship of one athletic field sign at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate said agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Unilever** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **4th** Day of **September, 2018** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### **I. Term**

- (a) The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending at midnight on the **30<sup>th</sup> of June, 2021**.

### **II. Sponsorship of Facilities**

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #10) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **three years**.
  
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **3** years for the erected sign and sponsorship the total sum of **\$7,500**.
  - A sum of **\$2,500** shall be paid on **October 1, 2018**.
  - A sum of **\$2,500** shall be paid on **July 1, 2019**.
  - A sum of **\$2,500** shall be paid on **July 1, 2020**.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

UNILEVER

By: Michael Whelan  
Name: MICHAEL WHELAN  
Title: FACTORY DIRECTOR  
Date: 9.10.18

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

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**File #:** RES-18:149    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX  
**Sponsors:** Parks & Recreation  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [frito lay jmcp contrat](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Frito Lay is seeking sponsorship recognition on one athletic field sign at the Joe Mack Campbell Sports Complex; and

WHEREAS, Frito Lay is sponsoring the athletic field sign for the sum of \$1,000.00 per year for a period of 5 years effective August 24, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Frito Lay for the sponsorship of one athletic field sign at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate said agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR ATHLETIC FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Frito Lay** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **24th** Day of **August, 2018** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **30<sup>th</sup> of June, 2023**.

### II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Soccer Field #14) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$5,000**.
  - A sum of **\$1,000** shall be paid on **August 31, 2018**.
  - A sum of **\$1,000** shall be paid on **July 1, 2019**.
  - A sum of **\$1,000** shall be paid on **July 1, 2020**.

A sum of \$1,000 shall be paid on July 1, 2021.

A sum of \$1,000 shall be paid on July 1, 2022.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 2.5' x 5' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,

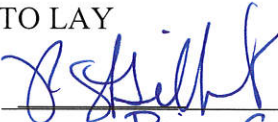


illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

FRITO LAY

By:   
Name: Paige Gilbert  
Title: Performance Manager  
Date: 9/13/18

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

**File #:** RES-18:150    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX  
**Sponsors:** Parks & Recreation  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [frito lay jmcp contract 2](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH FRITO LAY FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Frito Lay is seeking sponsorship recognition on one baseball field sign at the Joe Mack Campbell Sports Complex; and

WHEREAS, Frito Lay is sponsoring the baseball field sign for the sum of \$750.00 per year for a period of 10 years effective August 24, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Frito Lay for the sponsorship of one baseball field sign at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate said agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR BASEBALL FIELD LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Frito Lay** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **24th** Day of **August, 2018** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### **I. Term**

- (a) The term of this Agreement is for a period of ten (10) years commencing on the Effective Date and ending at midnight on the **30<sup>th</sup> of June, 2028**.

### **II. Sponsorship of Facilities**

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Baseball Field #3) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **ten years**.
  
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **10** years for the erected sign and sponsorship the total sum of **\$7,500**.
  - A sum of **\$750** shall be paid on **August 31, 2018**.
  - A sum of **\$750** shall be paid on **July 1, 2019**.
  - A sum of **\$750** shall be paid on **July 1, 2020**.

A sum of \$750 shall be paid on July 1, 2021.  
A sum of \$750 shall be paid on July 1, 2022.  
A sum of \$750 shall be paid on July 1, 2023.  
A sum of \$750 shall be paid on July 1, 2024.  
A sum of \$750 shall be paid on July 1, 2025.  
A sum of \$750 shall be paid on July 1, 2026.  
A sum of \$750 shall be paid on July 1, 2027.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 5' x 10' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

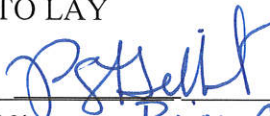
### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.

- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

FRITO LAY

By:   
Name: Paige Gilbert  
Title: Performance Manager  
Date: 9/13/18

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

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**File #:** RES-18:151    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO CONTRACT WITH OLDHAM LAW FIRM FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX  
**Sponsors:** Parks & Recreation  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [oldham law firm](#)

Date	Ver.	Action By	Action	Result
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### A RESOLUTION TO CONTRACT WITH OLDHAM LAW FIRM FOR SPONSORSHIP OF ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Oldham Law Firm is seeking sponsorship recognition on one concession stand sign at the Joe Mack Campbell Sports Complex; and

WHEREAS, Oldham Law Firm is sponsoring the concession stand sign for the sum of \$500.00 per year for a period of 3 years effective September 4, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Oldham Law Firm for the sponsorship of one concession stand sign at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate said agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Oldham Law Firm** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **4th** Day of **September 2018** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### **I. Term**

- (a) The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending at midnight on **June 30, 2021**.

### **II. Sponsorship of Facilities**

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected and placed on the Concession Stand located at the Soccer Complex of the FACILITY.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **3** years for the erected sign and sponsorship the total sum of **\$1,500**.
  - A sum of **\$500** shall be paid on **October 1, 2018**.
  - A sum of **\$500** shall be paid on **July 1, 2019**.
  - A sum of **\$500** shall be paid on **July 1, 2020**.



- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S area. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.


### **X. Miscellaneous Provisions.**

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.



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

OLDHAM LAW FIRM

By:   
Name: Chad Oldham  
Title: Owner  
Date: 9/5/18

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-18:152	<b>Version:</b>	2	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>		To Be Introduced	
<b>File created:</b>	9/19/2018	<b>In control:</b>		Finance & Administration Council Committee	
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO CONTRACT WITH PLAY IT AGAIN SPORTS FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AND ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">play it again sports jmcp contract</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH PLAY IT AGAIN SPORTS FOR SPONSORSHIP OF ONE BASEBALL FIELD SIGN AND ONE ATHLETIC FIELD SIGN AT THE JOE MACK CAMPBELL SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains the Joe Mack Campbell Sports Complex located at 3021 Dan Avenue; and

WHEREAS, Play It Again Sports is seeking sponsorship recognition on one baseball field sign and one athletic field sign at the Joe Mack Campbell Sports Complex; and

WHEREAS, Play It Again Sports is sponsoring the baseball field sign and athletic field sign for the sum of \$3,250 per year for a period of 5 years effective September 4, 2018.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Play It Again Sports for the sponsorship of one baseball field sign and one athletic field sign at the Joe Mack Campbell Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2; The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate said agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR BASEBALL/SOCCER FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Play It Again Sports** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **4th** Day of **September, 2018** (the "Effective Date").

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

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

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

### **I. Term**

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the **30<sup>th</sup> of June, 2023**.

### **II. Sponsorship of Facilities**

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field (Baseball Field #11 and Soccer Field #19) at the FACILITY. The designated fields, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
  
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected signs and sponsorship the total sum of **\$16,250**.
  - A sum of **\$3,250** shall be paid on **October 1, 2018**.
  - A sum of **\$3,250** shall be paid on **July 1, 2019**.
  - A sum of **\$3,250** shall be paid on **July 1, 2020**.

A sum of \$3,250 shall be paid on July 1, 2021.

A sum of \$3,250 shall be paid on July 1, 2022.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 5' x 10' sign on Baseball Field #11 and a 2.5' x 5' sign on Soccer Field #19 to be erected for SPONSOR'S designated fields. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

### **III. Assign ability and Exclusivity**

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **X. Miscellaneous Provisions.**


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

reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

PLAY IT AGAIN SPORTS

By:   
Name: Cameron Campbell  
Title: owner  
Date: 9-11-18

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

<b>File #:</b>	RES-18:153	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>		To Be Introduced	
<b>File created:</b>	9/19/2018	<b>In control:</b>		Finance & Administration Council Committee	
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT WITH MEDIC ONE AMBULANCE SERVICE, LLC				
<b>Sponsors:</b>	E911				
<b>Indexes:</b>	Contract, Lease				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">medic one tower space rental agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT WITH MEDIC ONE AMBULANCE SERVICE, LLC

WHEREAS, the City of Jonesboro, Arkansas desires to lease space for a metal guide radio tower transmitter to Medic One Ambulance Service, LLC; and

WHEREAS, Medic One Ambulance Service, LLC has agreed to the terms of the Agreement and will pay the City of Jonesboro a rental fee of \$525.00 per month to lease the space for a period of one year effective September 1, 2018; and

WHEREAS, This agreement shall renew automatically each year if neither party seeks termination as described in the agreement.

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

1. The City of Jonesboro approves the Radio Tower Space Lease and Indemnification Agreement with Medic One Ambulance Service, LLC.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

## RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between Medic One Ambulance Service, LLC hereinafter "Lessee" and the city of Jonesboro, hereinafter "Lessor" for the purpose herein stated.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. Lessee does hereby lease to lessor a site for placement of a 2' X 3/8' Tall Foot Metal guide Radio Tower Transmitter for use by County on Lessors property described on the attached Exhibit "A" to be approved by Lessor prior to placement thereof.
2. Lessee agrees to pay Lessor the sum of \$525.00 per month due on September 1, 2018.
3. The tower shall be for the exclusive use of Medic One Ambulance Service, LLC. In Craighead county and the divisions thereof. If other persons or entities desire to use said tower, Medic One Ambulance Service, LLC in Craighead County shall be entitled to allow said use upon customary consideration for same being paid to Lessor.
4. Lessee shall be allowed access to and from the said tower across the property described on the attached Exhibit "A". The exact location on the access must be approved by the Lessor prior to use. Lessee shall be responsible for construction and maintaining an access used for the tower.
5. The use of the property for the tower and access by lessee must not interfere with the use and enjoyment of the property by Lessor.
6. Lease covers antenna space on the tower for transmit and receive. The system inside the tower control room is (1) rack space of 2 ft. X 3 ft. and two (2) 110 Volt outlets.
7. The city of Jonesboro will pay utilities cost of \$25.00 to CWL (City Water and Light) per agreement with Jack Rice with CWL.
8. Any FCC and FAA approval of the placement of the Tower and use thereof shall be responsibility of Lessee.
9. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all liability, suits, demands and claims for property damage or personal injury claimed or caused to any person, or any other claim arising directly or indirectly out of the placement, use and operation of said Tower. Lessee further agrees to assume defense on behalf of Lessor of any litigation brought against Lessor relation to said tower and pay all costs, expenses, attorney fees and monetary awards incurred by lessor in said litigation.
10. In the event it is necessary for Lessor to retain the services of an attorney to enforce any terms of this agreement, Lessee agrees to pay all costs and attorney fees in the event Lessor is the prevailing party.
11. The City of Jonesboro is released of ALL liability for ALL work climbing on said tower and property that may be performed by Lessee or contracted service by Lessee. All rental agreements will meet all State & Federal regulations for frequency coordination of said location. The City of Jonesboro will have final approval of frequencies added to tower location.
12. Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter termination, the contract shall be good for (90) days before becoming null and void. This Agreement shall automatically renew each year if neither party seeks termination.

13. No modification of the Agreement shall be effective unless it is made in writing and signed by the authorized representatives of the parties hereto.
14. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
15. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such as invalidity, illegality, or unenforceable shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, or unenforceable provision had never been contained herein.
16. Each party represents to the other that the individual signing the Agreement below has been duly authorized to do so by its respecting governing body and that this Agreement is binding and enforceable as to each party.
17. This Agreement constitutes the entire agreement of the parties and may not be modified except in writing.

DATED this the 10 day of September 2018

LESSEE:



RYAN KIBLER  
MEDIC ONE AMBULANCE SERVICE, LLC

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HONORABLE HAROLD PERRIN  
MAYOR





Legislation Details (With Text)

**File #:** RES-18:154    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH GOSHEN MEMBERSHIP SERVICES, INC TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER  
**Sponsors:** Mayor's Office  
**Indexes:** Contract, Lease  
**Code sections:**  
**Attachments:** [Goshen Membership Services Lease Agreement](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH GOSHEN MEMBERSHIP SERVICES, INC TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER

WHEREAS, the City of Jonesboro, Arkansas desires to enter into a lease agreement with Goshen Membership Services, Inc. to lease office space in the Municipal Center located at 300 South Church Street, Jonesboro, Arkansas commencing September 1, 2018 and terminating on August 31, 2023; and

WHEREAS, Goshen Membership Services, Inc. desires to rent said office space for the sum of \$1,170.00 per month subject to the terms set forth in the attached agreement.

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

1. The City of Jonesboro approves the Lease Agreement for office space in the Municipal Center to be utilized by Goshen Membership Services, Inc.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated the 1<sup>st</sup> day of September, 2018, between City of Jonesboro ("Landlord") and **GOSHEN MEMBERSHIP SERVICES, INC.**, an Illinois corporation ("Tenant").

### WITNESSETH:

In consideration of the covenants and agreements herein and other good and valuable consideration the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby accepts the following described premises:

a portion of the basement floor, consisting of approximately 300 net leasable square feet, in the Municipal Center (the "Building"), located at 300 South Church Street, City of Jonesboro, Craighead County, Arkansas (the "Premises")

for the exclusive purpose of using the Premises as an office for Tenant's business operations.

2. Term. Subject to the terms and conditions contained herein, this Lease shall commence on September 1, 2018 (the "Commencement Date"), and shall terminate on August 31, 2023 (such term referred to herein as the "Term").

3. Rent. Tenant agrees to pay to Landlord \$1,170.00 per month for the term of the lease agreement. Rent is payable in advance monthly installments as follows:

Beginning on the Commencement Date and continuing on the first (1st) day of each month thereafter until through and including August 1, 2023, Tenant shall pay to Landlord the sum of One Thousand One Hundred and Seventy and No/100 United States Dollars (\$1,170.00) in addition to any other sums which may be due and payable pursuant to this Lease.

All rentals due under this Lease shall be payable without demand to the order of Landlord at the address stated herein. In the event any installment of rent is not received within ten (10) days of the date due, Tenant shall pay a late charge for each such delinquent installment equal to five percent (5%) of the amount of such delinquent installment.

4. Common Areas. The "Common Areas" are the parts of the Building designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, elevators, restrooms, the lobby and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Land lord's sole management and control and shall be operated and maintained in such

manner as Landlord, in its reasonable discretion, shall determine. Tenant and its employees, customers and invitees shall have the non-exclusive right and license to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Building and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not take any action which would interfere with the rights of other persons to use the Common Areas without the prior written consent of Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause minimum interference with Tenant's business.

5. Proof of Payment. The burden of proof of any payment dues under this Lease in case of controversy shall be upon Tenant.

6. Nuisance, Waste, Environmental Laws, Etc. Tenant covenants and agrees with Landlord that the Premises shall be used and occupied in a careful, safe and proper manner; that no nuisance, trade or custom which is unlawful or known to be ultra-hazardous shall be permitted therein; that no waste shall be committed upon, nor any damages be done to the Premises. In addition, Tenant warrants and represents to Landlord that all activities by Tenant on or about the Premises will be in compliance with all state, federal, local or other laws, regulations and ordinances.

7. Alterations. Tenant shall not make any alterations to the Premises without Landlord's prior written consent and all additions and improvements made by Tenant, and all fixtures installed by Tenant shall become the property of Landlord and be surrendered with the Premises or removed by Tenant at the termination of the Lease. In the event that Tenant removes any additions or improvements put in place by Tenant, then Tenant shall return the Premises to their condition as existed at the inception of this Term, ordinary wear and tear excepted.

8. Subletting. Tenant hereby covenants and agrees that neither the Premises, nor any part thereof, shall be sublet without the prior consent in writing of Landlord, nor shall this Lease be assigned (whether for the benefit of the creditors of Tenant or otherwise) without such prior written consent. In no event shall any subletting or assignment of this Lease relieve Tenant of any of the covenants, agreements and obligations imposed on Tenant in this Lease. Any assignment or subletting in violation hereof shall be void. Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease.

Landlord's interest and obligations hereunder may be assigned, transferred or sold without Tenant's consent. In the event of any sale, transfer or assignment of Landlord's interest in this Lease or the premises, Tenant shall attorn to the purchaser, recognize such purchaser as Landlord hereunder, and promptly execute and deliver any instrument necessary to evidence such attornment. Tenant shall, upon Landlord's request, execute and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified (or, if modified, set forth the modifications) and that the Lease remains in full force and effect, that Landlord is not in default

hereunder, and the date to which Rent and other charges have been paid in advance, if any.

9. Delivery at End of Term. Tenant agrees to deliver the Premises to Landlord at the expiration of the Term of this Lease in good order and condition and make good all damages to the Premises, usual wear and tear excepted, and also to remain liable for Rent until all the Premises, with keys to the same be returned to Landlord in like good order, and no demand or notice of such delivery shall be necessary.

In the event Tenant fails to surrender the Premises as provided herein, Tenant will, in addition to any damages generally recoverable, be liable to Landlord for all damages Landlord may sustain, including claims made by any succeeding tenant against Landlord which are founded upon delay or failure in delivering possession of the Premises to the succeeding tenant.

10. Default. The happening of anyone or more of the following shall be deemed an event of default under this Lease:

(a) Tenant becomes bankrupt, makes an assignment for the benefit of its creditors or becomes insolvent;

(b) A receiver is appointed for Tenant or Tenant's leasehold interest hereunder or for any of Tenant's property used in connection with Tenant's business;

(c) A writ of execution or attachment is levied on or against Tenant's fixtures, equipment, or any other personal property within the Premises used in connection with Tenant's business if such writ is not released or discharged within thirty (30) days thereafter;

(d) Proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, and said proceedings not being dismissed, and any trustee or liquidator appointed therein not being discharged within thirty (30) days after the institution of such proceedings;

(e) Tenant's failure to pay any installment of Rent or other charge or money obligation herein required to be paid by Tenant within the time such payment is due and payable and following expiration of fifteen (15) days thereafter (such grace period not affecting the obligation of Tenant for late fees set forth in this Lease);

(f) Tenant's failure to comply with any other covenant or provision of this Lease and following expiration of fifteen (15) days thereafter.

11. Remedies. Upon occurrence of any event of default, Landlord shall have the option to pursue any right, claim or remedy to which Landlord may be entitled at law or in equity in case of Tenant's default. Pursuit by Landlord of an available remedy shall not preclude pursuit of any other remedy available at law or in equity; nor shall pursuit of any remedy constitute a forfeiture of waiver of any rent due to Landlord hereunder or of any damages accruing to

Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default. Acceptance of late performance or payment by Landlord shall not constitute modification of this Lease by course of dealing.

12. Lien. As security for the Rent and the performance of the covenants of Tenant herein contained, and as security for the payment of all damages which may be sustained by Landlord in the event there is a breach of any of the terms of this Lease by Tenant, Landlord shall have a lien on all furniture, fixtures and other property, excepting merchandise carried in stock for sale, which may be brought into or upon the Premises, including any additions and improvements constructed and installed by it, which may, at any time during the term hereof. Landlord shall have the right to file appropriate notices in public records evidencing and perfecting such lien. As an additional remedy, Landlord shall have the power to sell such furniture, fixtures or other property at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Before making such sale, Landlord shall comply with all applicable law for such sales including, the publication of a ten (10) day notice thereof by one (1) insertion in a daily newspaper published in Craighead County, Arkansas. Landlord may bid thereat as any third person might, and Tenant hereby waives any and all rights of redemption granted by the laws of the State of Arkansas.

13. Holdover. Should Tenant or any of its successors in interest hold over the Premises, or in any part thereof, after the expiration of the term of this Lease, such holding over shall not operate to extend the Term of this Lease, but such continued possession shall create a tenancy from month to month upon the same terms and conditions herein, except the monthly rental rate shall be one hundred fifty percent (150%) of the amount of Rent payable during the Term of this Lease. The rights of Landlord concerning the rental due from Tenant shall be determined by applicable Arkansas law concerning holdover of commercial property. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Land lord to Tenant.

14. Advertising/Signage. Except for all signage currently existing on the Premises, Tenant shall not affix or attach, or cause to be fixed or attached, any signs on the Premises without the prior written consent of Landlord. Landlord shall have the right to refuse such written permission if, in the opinion of and in the reasonable discretion of Landlord, any proposed sign is not aesthetically complimentary to the Premises. During the term of this Lease, Tenant agrees to keep any sign placed on the Premises in proper condition. Tenant agrees to either repair or remove any sign upon notice from Landlord that said sign, in the opinion of and at the reasonable discretion of Landlord, has not been maintained in an acceptable manner. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notice painted on, affixed to or attached to the Premises and restore the place it occupied in the condition which it existed as of the date of this Lease, ordinary wear and tear excepted. Tenant shall be solely responsible for compliance with all applicable laws, ordinances and regulations regarding signs.

15. Increased Premium. Tenant is not to suffer anything to be or remain on or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be



done anything causes an increased or extra premium payable for the insurance of property owned by Landlord adjacent to the Premises against fire, unless consented to in writing by Landlord and if so consented to, Tenant shall pay such increased or extra premium within ten (10) days after Tenant shall have been advised of the amount thereof.

16. Condition of Premises. It is hereby further agreed that Tenant has examined the Premises and is satisfied as to the condition thereof, accepts the Premises in AS IS, WHERE IS condition, and Tenant expressly agrees that no representation as to the condition of the Premises has been made by Landlord or agents of Landlord or relied upon by Tenant.

17. Liability for Repairs. Tenant will keep the Premises, including any plate glass located in the Premises, in good repair throughout the Term of this Lease. If Tenant refuses or neglects to repair and maintain the Premises, as required hereunder, to the reasonable satisfaction of Landlord as soon as reasonably possible, Landlord may but shall not be obligated to make such repairs and perform such maintenance, and Tenant shall upon demand pay Landlord's cost for making such repairs and performing such maintenance plus fifteen percent (15%) of such cost for Landlord's overhead expense and supervision as additional rent due hereunder. Upon the expiration or termination of this Lease, Tenant will restore the Premises to Landlord in as good condition as when possession was taken by Tenant, ordinary wear and tear excepted.

Landlord shall keep the Building, including without limitation the exterior of the Building, the roof, walls, plumbing, heating, electrical and air conditioning in good repair throughout the Term of this Lease. Landlord shall provide and maintain adequate facilities to allow Tenant to have access to electricity, telephone and internet services within the Premises.

18. Right of Entry. Landlord may enter the Premises at proper times to view and inspect same, or to make such repairs, additions and alterations, or to run such pipe or electric wire as Landlord may deem necessary for the safety, improvement, or preservation of the Premises. Such entry shall not operate to impose any obligation for repair or maintenance beyond the obligations of Landlord specifically set forth in Section 18 of this Lease, nor diminish the obligations of Tenant under this Lease.

19. Fire Clause. In case the Premises shall be so injured or damaged by fire or other cause as to be rendered untenable, and so that necessary repairs or rebuilding cannot be made with one hundred twenty (120) days, this Lease shall be terminated and Tenant shall be allowed an abatement of rent from the time the Premises were rendered untenable. However, if the damage is such that rebuilding and repairs can be completed within one hundred twenty (120) days, Landlord agrees to make such repairs with reasonable promptness and dispatch, and to allow Tenant an abatement in rent for such time as the building remains untenable and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected.

20. Taxes. Landlord shall pay all ad valorem real property taxes for the Premises, and Tenant shall be responsible for all taxes related to Tenant's personal property and business operations.

21. Utilities. All heat, water, electric current, gas or other utilities used on the

Premises shall be paid by Land lord. Any charges for telephone service, cable or satellite television, or internet service shall be paid by Tenant.

22. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance of any of the covenants and agreements herein contained, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by Landlord.

23. Permitted Use. The business to be conducted in the Premises shall be limited to storage of equipment and materials and general administrative offices, associated with Tenant's business operations. Tenant will not use the Premises for any other purpose without first obtaining the written consent of Landlord.

24. Notices. Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (when actually received or rejected) if delivered personally, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set out below, or sent by any overnight carrier which routinely issues receipts. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the party in the manner prescribed in this Section.

If to Tenant:                   GOSHEN MEMBERSHIP SERVICES, INC.  
  Attn: Tracy T. Wetzel  
  318 Hillsboro  
  PO Box 104  
  Edwardsville, IL. 62025

If to Landlord:                City of Jonesboro  
  Mayor Harold Perrin  
  300 South Church Street  
  Jonesboro, Arkansas 72401

25. Eminent Domain. If the Premises are subjected to any eminent domain proceeding, or private purchase under threat thereof, or are taken for any public or quasi-public use under any governmental law, ordinance or regulation, the Lease shall terminate. In such condemnation proceedings Tenant may claim compensation for the taking of any removable installations which by the terms of this Lease, Tenant would be permitted to remove at the expiration of this Lease, but Tenant shall be entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the Premises shall in any event be payable to Landlord.

26. Waiver of Breach. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

27. Quiet Possession. In consideration of the covenants and agreements herewith contained, as so long as Tenant is not in default under this Lease, Tenant may enjoy the quiet and peaceful possession of the Premises during the term of this Lease.

28. Binding Effect. It is further agreed by the parties to this Lease that all of the covenants and agreements enumerated herein shall be binding upon both parties' successors and assigns for the maximum period allowed by law.

29. Subrogation. Landlord and Tenant hereby waive any right of subrogation which they may have against the other for any losses paid to them on policy or policies carried on the Premises, each agreeing to use reasonable effort to cause all policies to be so endorsed.

30. Subordination. At the option of Landlord or Landlord's mortgagee, Tenant agrees that this Lease is subordinate to any mortgage, deed of trust or encumbrance which Landlord may have placed, or may hereafter place, on the Premises. Tenant agrees to execute, on demand, any instrument, which may be deemed necessary or desirable by any lender of Landlord to evidence that such mortgage, deed of trust or encumbrance whenever made, is superior and prior to this Lease. However, such subordination is subject to the right of Tenant to maintain its undisturbed possession of the building as long as Tenant remains in compliance with the terms of this Lease.

31. No Brokers; Agency; Disclosure. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease.

32. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

33. Governing Law. The laws of the State of Arkansas shall govern the validity, construction, enforcement and interpretation of this Lease.

34. No Oral Modification; Survival. This Lease may not be amended except by an instrument in writing referring to this Lease and signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by Landlord or Tenant, and no custom or practice which may evolve between the parties in the administration of the terms of this Lease shall waive or diminish the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with the terms hereof. The indemnification and hold harmless provisions of this Lease shall survive the expiration or termination of this Lease.

35. Captions; Construction; Counterparts. All captions contained in this Lease are for convenience of reference only and do not limit or enlarge the terms and conditions of this Lease.



This Lease may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. The provisions of this Lease have been negotiated by Landlord and Tenant, each having the benefit of legal counsel and advice, and should not be construed more favorably to either Landlord or Tenant.

36. Entire Agreement. Landlord and Tenant mutually understand and agree that this Lease is the final and complete expression of their agreement. This Lease supersedes any prior discussions and agreements between Landlord and Tenant regarding the Premises. In the event of a conflict between this Lease and any other agreement between Landlord and Tenant concerning the Premises, this Lease shall supersede and control. The parties specifically warrant to each other that there are no other agreements, warranties or clauses not contained herein.

IN WITNESS WHEREOF, the parties of this Lease have set their hand and seals, this \_\_\_\_\_ day of September, 2018.

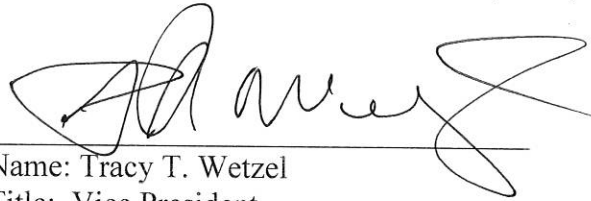
LANDLORD:  
City of Jonesboro

BY: \_\_\_\_\_  
Name: Harold Perrin  
Title: Mayor

Attested by:

\_\_\_\_\_  
Donna Jackson  
City Clerk

TENANT:  
GOSHEN MEMBERSHIP SERVICES, INC.,

By:   
\_\_\_\_\_  
Name: Tracy T. Wetzel  
Title: Vice President



Legislation Details (With Text)

**File #:** RES-18:155    **Version:** 1    **Name:**

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

**File created:** 9/19/2018    **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 AND ACCEPT THE 2019 STEP SUBGRANT AWARD

**Sponsors:** Grants, Police Department

**Indexes:** Contract, Grant

**Code sections:**

**Attachments:** [2019 Highway Safety Subgrant Agreement](#)  
[2019 Highway Safety Subgrant Terms](#)

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

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE AND ACCEPT THE 2019 STEP SUBGRANT AWARD

WHEREAS, the City of Jonesboro was awarded the FY2019 STEP Grant in the amount of \$82,100 federal funds and \$2,000 state funds; and

WHEREAS, the City of Jonesboro will match through in-kind services of \$18,600 in officers' salaries and fringe benefits that are appropriated in the 2018 Budget and will be appropriated in the 2019 budget; and

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

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

WHEREAS, the grant performance period begins from October 1, 2018 through September 30, 2019.

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 2019 STEP Subgrant in the amount of \$102,700.

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



State of Arkansas



ARKANSAS STATE POLICE

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

Asa Hutchinson Governor

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

William J. Bryant Director

FY 2019 HIGHWAY SAFETY SUBGRANT AGREEMENT
OCCUPANT PROTECTION PROGRAM
ALCOHOL & OTHER DRUGS COUNTERMEASURES PROGRAM
SPEED ENFORCEMENT PROGRAM

RECIPIENT

Jonesboro Police Department
410 West Washington Street
Jonesboro, AR 72401
Telephone: 870-935-5562
Fax: 870-933-4626

GOVERNMENTAL UNIT

City of Jonesboro
P. O. Box 1845
Jonesboro, AR 72401

TAX ID NO:

71-6013749

PROJECT NO:

OP-2019-02-02-15
SE-2019-01-01-15
M5X-2019-06-06-15

TYPE OF APPLICATION

- Initial
Revision
Continuation

FAIN NO: (See Invoice Form page 11)

DUNS NO: 0773540288

PROJECT TITLE:

Selective Traffic Enforcement Project

INITIAL PROJECT STARTING DATE

March 3, 1995

OPERATIONAL AREA OF PROJECT

City of Jonesboro

AMOUNT

Table with columns: COST CATEGORY, FEDERAL, STATE, LOCAL. Rows include Personal Services, Equipment, Maintenance & Operation, Other Direct Costs, Indirect Cost, Administrative Costs, Total.

Table with columns: PROJECT PERIOD, FUNDING PERIOD. Rows include From/To dates for 2018 and 2019.

Table with columns: SOURCE, FUNDING, AMOUNT. Rows include Federal, State, Local, Total funding amounts.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

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Agreement Prepared By:

Title:

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

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**BACKGROUND**

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

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

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

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

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

**PROBLEM STATEMENT**

The city of [Jonesboro] is a community of [71,551] residents. The city posted [46] traffic fatalities from 2012 through 2016 and of those [10] were alcohol-related and [1] were speed-related. A seat belt use rate of [81%] was recorded in 2017.

In [1995] the [Jonesboro Police Department] began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt and Speed mobilizations/campaigns.

**GOALS**

The overall goal of this project is to [reduce] the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in [Jonesboro]. The goal for each component of this project is as follows:

Alcohol Component (Section 405) - [Reduce] the annual number of alcohol-related crashes [from] [49] and [maintain] alcohol-related fatalities [at] [0] as recorded in 2016.

Seat Belt Component (Section 402) - Increase seat belt use [of] [81%] as recorded in 2017.

Speed Component (Section 402) - [Reduce] the annual number of speed-related crashes [from] [133] and [maintain] speed-related fatalities [at] [0] as recorded in 2016.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**SCOPE OF WORK**

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

**METHOD OF EVALUATION BY ASP/HSO**

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

**REIMBURSEMENT - ACTUAL COST ONLY**

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

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

**REIMBURSEMENT LIMITS**

1. Maximum amount eligible for reimbursement:

Federal Funds: 

\$82,100
----------

  
State Funds: 

\$2,000
---------

2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:  
(Date) 10-1-2018 to (Date) 9-30-2019

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

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

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

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

A. The recipient, Jonesboro 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 highway safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.
2. Project Coordinator, or designee, will work with their designated AHSO Program Manager to ensure they understand State, Federal and Highway Safety Office policies and procedures.
3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.
4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.

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

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

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

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

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

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**WORK STATEMENT**

6. **Performance objectives for the project and individual participating officers are as follows:**

**Seat Belt/Speed**  
Average 2-3 stops per  
hour per officer

**DWI/DUI**  
Average 1 arrest per  
8-12 hours per officer

*Nothing in this agreement shall be interpreted as a requirement, formal or informal, that an officer issue a specific or predetermined number of citations in pursuance of the organization's obligations hereunder. The organization agrees to complete the above stated objectives in addition to completing the normal routine agency traffic enforcement activities.*

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

- State Thanksgiving Seat Belt Mobilization - November 19 - 25, 2018
- National Winter DWI Mobilization - December 14, 2018 - January 1, 2019\*
- National Memorial Day Seat Belt Mobilization - May 20, – June 2, 2019
- State July 4<sup>th</sup> Holiday DWI Mobilization - June 28 - July 7, 2019
- National Labor Day DWI Mobilization - August 16 – September 2, 2019\*
- State Speed Mobilization – To Be Determined

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

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

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



ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. ***No part-time personnel can be compensated through this agreement. Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.***
10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2019. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.
11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort: 2 radar units at an estimated cost of \$2,500 each to be used during overtime traffic enforcement. Priority use of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. **ALL equipment purchases must be pre-approved in writing and must comply with the Buy America Act** (See page 24 of the Certifications and Assurances).

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**WORK STATEMENT**

12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
13. Ensure that all officers working this project are familiar with Act 308 of 2009 (the amended mandatory seat belt law). Effective June 30, 2009, the Act makes a violation of the mandatory seat belt law a "primary" offense for enforcement purposes.
14. Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.
15. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.
16. Ensure that all officers working on this project are familiar with Acts concerning the use of the cell phone while driving: Act 181 of 2009, "Paul's Law" prohibiting the use of hand held cell phones for typing, texting, e-mail or accessing the internet while driving; Act 197 of 2009, limiting wireless telephone use by young drivers; Act 247 of 2009, prohibiting wireless telephone use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using handheld wireless telephones (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and Act 37 of 2011, an act to improve the safety of highways and roads by prohibiting wireless telephone use in school zones and highway work zones.
17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.
18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15<sup>th</sup> of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased i.e. child safety seats) along with proof of payment i.e. copy of the check. The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

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

ARKANSAS STATE POLICE  
HIGHWAY SAFETY SUBGRANT AGREEMENT

**WORK STATEMENT**

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



**Arkansas State Police  
Highway Safety Office  
Subgrantee Invoice Form  
FY 2019**



**Selective Traffic Enforcement Program**

<b>SUBGRANT #:</b>		OP-2019-02-02 15	<b>AWARD PERIOD:</b>		10-1-2018 - 9-30-2019	
		SE-2019-01-01 15	<b>CFDA TITLE:</b>		State & Community Highway Safety	
		M5X-2019-06-06 15	<b>AWARD AMOUNT:</b>	\$68,200.00	<b>CFDA#:</b> 20.600	
			<b>CFDA TITLE:</b>		National Priority Safety Program	
			<b>AWARD AMOUNT:</b>	\$13,900.00	<b>CFDA#:</b> 20.616	
<b>EIN (Tax ID #):</b>		71-6013749	<b>CFDA TITLE:</b>		Child Safety Seat	
<b>FAIN</b>		69A3751830000402AR0	<b>AWARD AMOUNT:</b>	\$2,000.00	<b>CFDA#:</b> N/A	
<b>FAIN</b>		18X920405dAR17				
<b>FAIN</b>		69A3751830000405dARM				
<b>Request Period:</b>						
<b>Project:</b> Selective Traffic Enforcement Project (STEP)						
<b>Subgrantee Name:</b> Jonesboro Police Department				<b>Telephone #:</b> 870-935-5562		
<b>Mailing Address:</b>		410 West Washington Street	Jonesboro	Arkansas	72401	
<b>Budget Categories</b>	<b>Approved Budget</b>	<b>Revised Budget</b>	<b>YTD Previous Expenditures</b>	<b>Expenditures This Period</b>	<b>YTD Total Expenditures</b>	<b>Remaining Budget</b>
<b>PERSONAL SERVICES</b>						
Seat Belt - 402 OP	\$48,300.00					\$48,300.00
Speed - 402 SE	\$14,900.00					\$14,900.00
DWI/DUI - 405 MSX	\$13,900.00					\$13,900.00
<b>OTHER DIRECT COSTS</b>						
Child Safety Seat	\$2,000.00					\$2,000.00
<b>EQUIPMENT</b>						
2 lidar radar units - 402SE	\$5,000.00					\$5,000.00
<b>TOTAL</b>	<b>\$84,100.00</b>					<b>\$84,100.00</b>
Must include all equipment acquisitions of low value (500.00 - 4,999.99) or capital (5,000.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.						<b>Amount of this Request</b>
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.						-
<b>Signature of Subgrantee:</b>				<b>Date:</b>		
<b>Title:</b> Grant Administrator						
<b>Contact:</b> Tiffny Calloway				<b>Contact Phone:</b> 870-935-5562		
<b>ARKANSAS STATE POLICE USE ONLY</b>				<b>OUTLINE AGREEMENT #:</b>		
<b>VENDOR #:</b>		<b>AGENCY CODE:</b>	0960	<b>DOC#:</b>		
<b>PO #:</b>		<b>GOODS REC.#:</b>		<b>MATERIAL #:</b>	10119381	
					<b>AMOUNT:</b>	
<b>General Ledger #</b>	<b>Fund</b>	<b>Fund Center</b>	<b>Funds/Reservation#</b>	<b>Cost Center</b>	<b>IO/WBS</b>	
5100001000	SMP2003	1FJ		456708	F.0960.402-19-OP-001-S	
5100001000	SMP2003	1FJ		456708	F.0960.402-19-SE-001-S	
5100001000	SMP3021	1FJ		456729	F.0960.405-18-MSX-S	
5100001000	SCP0000	1FD		456714	S.0960.HWYSFTYSTATESCP	
					<b>TOTAL</b>	
<b>REVIEWED &amp; APPROVED TO PAY</b>		<b>INITIAL</b>	<b>DATE</b>			
<b>Program Specialist</b>						
<b>Fiscal Manager</b>						
<b>Highway Safety Manager</b>						
<b>HSO Administrator Signature:</b>				<b>DATE:</b>		
<b>Attach Completed Line Item Detail Sheet and Mail To:</b>				Arkansas State Police		
<b>Voucher #</b>				Highway Safety Office		
<b>2019-</b>				#1 State Police Plaza Drive		
<b>FAXED BILLS WILL NOT BE ACCEPTED</b>				Little Rock, Arkansas 72209		
				<b>Voucher #</b>		
				<b>2019-</b>		



Arkansas State Police  
 Highway Safety Office  
 Line Item Details  
 FY 2019  
 Selective Traffic Enforcement Program



Project Name: Jonesboro Police Department  
 Selective Traffic Enforcement Project (STEP)

Report Period: 0

**Overtime Selective Enforcement (402)**

Seat Belt 402 OP	<u>\$0.00</u>
Speed 402 SE	<u>\$0.00</u>

Subtotal	<u>\$0.00</u>
----------	---------------

**Overtime Selective Enforcement (405)**

DWI/DUI 405 M5X	<u>\$0.00</u>
-----------------	---------------

Subtotal	<u>\$0.00</u>
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**Child Safety Seats (State)**

Item 1	<u>\$0.00</u>
Item 2	<u>\$0.00</u>
Item 3	<u>\$0.00</u>

Subtotal	<u>\$0.00</u>
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**Equipment**

2 lidar speed units (402 SE)	<u>\$0.00</u>
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Subtotal	<u>\$0.00</u>
----------	---------------

TOTAL BILLED	<u>\$0.00</u>
Attach to Page 11	



**Arkansas State Police  
Highway Safety Office  
Subgrantee Local Match Form  
FY 2019**



**Selective Traffic Enforcement Program**

SUBGRANT #:	OP-2019-02-02	15	AWARD PERIOD:	10/1/2018 - 9/30/2019		
	SE-2019-01-01	15				
	M5X-2019-06-06	15				
EIN (Tax ID #):	71-6013749					
Report Period:						
Project:	Selective Traffic Enforcement Project (STEP)					
Subgrantee Name:	Jonesboro Police Department				Telephone #:	501-935-5562
Mailing Address:	P. O. Box 1845		Jonesboro		Arkansas	72401
<b>Budget Categories</b>	<b>Approved Budget</b>	<b>Revised Budget</b>	<b>YTD Previous Expenditures</b>	<b>Expenditures This Period</b>	<b>YTD Total Expenditures</b>	<b>Remaining Budget</b>
Personal Services	\$18,600.00					\$18,600.00
Maintenance and Operations						
Total	\$18,600.00					\$18,600.00
						<b>Amount of this Report</b>
Signature of Subgrantee:					Date:	
Title: Grant Administrator						
Contact Name: Tiffany Calloway					870-336-7229	

Arkansas State Police  
Highway Safety Office  
#1 State Police Plaza Drive  
Little Rock, Arkansas 72209

ARKANSAS STATE POLICE  
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**Certifications and Assurances  
for Fiscal Year 2019 Highway Safety Grants  
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)**

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

Subrecipient: Jonesboro Police Department

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

**GENERAL CERTIFICATIONS AND ASSURANCES**

**In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-**

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



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**SECTION 402 CERTIFICATIONS AND ASSURANCES**

**In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-**

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

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

**OTHER REQUIRED CERTIFICATIONS AND ASSURANCES**

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

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

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each sub-grant awarded:

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

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**Nondiscrimination**

(applies to subrecipients as well as States)

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

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

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**The State highway safety agency-**

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:  
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
  - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The State will provide a drug-free workplace by:

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

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Political Activity (Hatch Act)

(applies to subrecipients as well as States)

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

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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Restriction on State Lobbying  
(applies to subrecipients as well as States)

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

Certification Regarding Debarment and Suspension  
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

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

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7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

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

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

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

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



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

Instructions for Lower Tier Participant Certification

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

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of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

**Buy America Act**

(applies to subrecipients as well as States)

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

**Prohibition on Using Grant Funds to Check for Helmet Usage**

(applies to subrecipients as well as States)

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

**Policy on Seat Belt Use**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-

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private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

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

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

AUDIT REQUIREMENTS

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

*The recipient acknowledges acceptance of these certifications and assurances by signature on the next page of this agreement.*

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**ACCEPTANCE AND AUTHORIZATION TO PROCEED**



It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act, subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (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 14 – 25 of this agreement, and provide such additional information as may be required.

**A. SUBGRANT DIRECTOR**

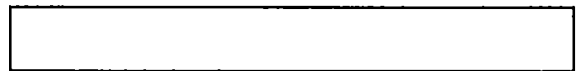
**B. AUTHORIZING OFFICIAL**

1. Signature:   
2. Name: Rick Elliott  
3. Title: Chief of Police  
4. Date: 9-19-18

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

Approval to proceed, effective 10-1-2018 to 9-30-2019 with committed Federal funds of \$ \$82,100 and State funds of \$ 2,000 , 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



**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

September 13, 2018

### ARKANSAS STATE POLICE COMMISSION

John Allison  
Chairman  
*Conway*

Bob Burns  
Vice-Chairman  
*Little Rock*

Jane Dunlap Christenson  
Secretary  
*Harrison*

Neff Basore  
*Bella Vista*

Bill Benton  
*Heber Springs*

Stephen Edwards  
*Marianna*

Jeffery Teague  
*El Dorado*

Rick Elliott, Chief  
Jonesboro Police Department  
410 West Washington Street  
Jonesboro, AR 72401

RE: OP-2019-02-02-15  
SE-2019-01-01-15  
M5X-2019-06-06-15  
Selective Traffic Enforcement Project (STEP)

Dear Chief Elliott:

The above referenced FY 2019 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 in the coming year.

Sincerely,

Bridget White  
Administrator  
Highway Safety Office

Enclosure

C: Agreement/Contract File

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
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- XXIX. Payroll Procedures
- XXX. Travel Procedures
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- XXXII. Professional Services Contract
- XXXIII. Indirect Costs

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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 of worth.

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

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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.



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II. CHANGES/PROJECT REVISIONS

- A. Any change (project revision) to this subgrant agreement/contract document must be requested by written notice 30 days prior to the anticipated effective date of the proposed change if possible. Upon request, a Subgrant Agreement/Contract Change Order form will be furnished to the Subgrantee/Contractor, which must be submitted with the Authorizing Official's signature. Upon receipt of the Subgrant Agreement/Contract Change Order, the HSO will review and either approve or disapprove this change.
- B. Likewise, any change in this subgrant agreement/contract document initiated by the HSO will require notice to the Subgrantee/Contractor of the proposed change 30 days prior to the anticipated effective date of same if possible. The Subgrantee/Contractor will be given 10 working days to review and either concur or contend to the proposed change.
- C. Any disputes or disagreements arising from A or B above will be arbitrated as set forth in 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 if possible, the Subgrantee/Contractor mails or otherwise furnishes to the Coordinator/Administrator a written appeal addressed to the HSO. The decision of the HSO or its authorized representative for the determination of such appeals shall be final and conclusive unless it is determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Subgrantee/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Subgrantee/Contractor shall proceed diligently with the performance of the subgrant agreement/contract and in accordance with the HSO's decision.
- B. This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph A above, and nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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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.

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VI. NON-COLLUSION

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

VII. COST PROVISIONS

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

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

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

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

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

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

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

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

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

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

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XI. INSPECTION/MONITORING

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

XII. PROPERTY MANAGEMENT

See 2 CFR Part 1201 and 2 CFR Part 200

XIII. RECORD RETENTION

See 2 CFR Part 1201 and 2 CFR Part 200

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

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

XV. 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.

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XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

- A. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the Subgrantee/Contractor will immediately take any measures necessary to effectuate this 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.

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XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

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

XIX. ORDER OF PRECEDENCE

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

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

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

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

XXI. SAVE HARMLESS

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



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XXII. TAX AND COMPENSATION LIABILITY

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

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

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

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

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

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

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

E. Arkansas preference does not apply.

Note: Also see Procurement Standards at 2 CFR Part 200

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XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

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

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XXVIII. MINORITY BUSINESS ENTERPRISE

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

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

A. Required MBE Contract Clauses

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

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B. Employee Benefits are allowable if:

1. Provided pursuant to a leave system,
2. Employer contribution or expense for:
  - a. Social Security
  - b. Employee Health Insurance
  - c. Unemployment Insurance
  - d. Worker's Compensation Insurance
  - e. Pension Plans
3. The cost is equitably allocated to all activities.

C. The records required are as follows:

1. Time sheets showing employee names, daily hours, activities, and signatures of employee and supervisor;
2. Payroll record showing rate of pay, gross wages, itemized deductions, net pay, and signature of proper official; and,
3. Benefit Plan(s) records showing rates and amount paid by the employer.

XXX.

TRAVEL PROCEDURES

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

Regards State of Arkansas Employees:

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

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Regards Other Travelers:

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

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

XXXI. CONFIDENTIALITY REQUIREMENTS

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

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

XXXII. PROFESSIONAL SERVICES CONTRACT

See 2 CFR 200

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XXXIII. INDIRECT COSTS

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

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





## Legislation Details (With Text)

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**File #:** RES-18:156    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER JONESBORO FOR THE CDBG PUBLIC SERVICES PROGRAM  
**Sponsors:** Community Development, Grants  
**Indexes:** Contract, Grant  
**Code sections:**  
**Attachments:** [Habitat Agreement](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER JONESBORO FOR THE CDBG PUBLIC SERVICES PROGRAM  
WHEREAS, the City has awarded through its FY 2018 CDBG program and Habitat for Humanity received \$19,952.50 for the "A Brush with Kindness" project; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant Program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro  
Community Development Block Grant Program (CDBG)  
Public Services Agreement**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **Habitat for Humanity of Greater Jonesboro** (hereinafter referred to as “Subrecipient”).

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

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

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

**I. NATIONAL OBJECTIVES**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

**II. SCOPE OF SERVICE**

A. Project Description

Habitat for Humanity of Greater Jonesboro, “A Brush with Kindness” project, will revitalize and beautify existing owner-occupied homes in Jonesboro. Five (5) low-to moderate-income homeowners will be selected for the project. These homeowners will be selected based on Subrecipient required criteria for qualification. Minor exterior repairs include but are not limited to, landscaping, painting, and siding. Habitat for Humanity will work closely with City of Jonesboro’s CDBG Program staff. CDBG funds will be used for the purchase of materials, tools, and equipment to jump-start the A Brush with Kindness program.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
A Brush with Kindness	5 households

C. Key Personnel

Micheal Sullivan, Executive Director  
Jeff Herndon, Construction Manager

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Salary	\$2,602.50 (12.5 per hour)
Supplies	\$2,500.00
Material & Tools	\$10,650.00
Printing	\$500.00
Equipment	\$3,700.00
TOTAL	\$19,952.50

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

**III. PAYMENT**

The total amount to be paid by the Grantee under this Agreement shall not exceed \$19,952.50. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 *CFR Part 200* and 24 *CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

**IV. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on July 1, 2018 and end on June 30, 2019. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

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

Grantee  
City of Jonesboro  
Grants & Community Development  
300 S. Church St.  
P.O. Box 1845  
Jonesboro, AR 72403-1845  
Tel. (870) 932-1052  
Fax (870) 933-4626

Subrecipient  
Habitat for Humanity of Greater Jonesboro  
Micheal Sullivan, Executive Director  
520 West Monroe Avenue  
Jonesboro, AR 72401  
(870)203-9898

**VI. COMPLIANCE**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by

the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a 30 day period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

**VII. SPECIAL CONDITIONS**

NONE

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

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

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and

judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

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

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models,

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

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with *2 CFR § 200.213*, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in *2 CFR § 200.342*.

I. Authorization to Enter Agreement

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

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with *24 CFR § § 84.21-28* and *2 CFR § 200.419*, and agrees to adhere to the accounting principles and

procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, “Cost Principles”. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 *CFR Part 570.502*, 24*CFR 84.21-28*, and 2 *CFR* § § 200.333-200.337; and
- h. Other records necessary to document compliance with Subpart K of 24 *CFR* § 570.

2. Retention

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



3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit

conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

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

**This project is not allow to generate program income.**

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to

reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

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

Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

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

3. Access to Record

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

Affirmative Action employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee

under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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



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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee

and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

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

**XII. SEVERABILITY**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

**City of Jonesboro**

**Subrecipient**

\_\_\_\_\_  
Harold Perrin, Mayor

\_\_\_\_\_  
Micheal Sullivan, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_



## Legislation Details (With Text)

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**File #:** RES-18:157    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH EL CENTRO HISPANO FOR THE CDBG PUBLIC SERVICES PROGRAM  
**Sponsors:** Community Development, Grants  
**Indexes:** Contract, Grant  
**Code sections:**  
**Attachments:** [HCSI Agreement](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH EL CENTRO HISPANO FOR THE CDBG PUBLIC SERVICES PROGRAM

WHEREAS, the City has awarded through its FY 2018 CDBG program and El Centro Hispano received \$20,000 for the Hispanic Emerging Leaders Program (H.E.L.P); and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant Program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro  
Community Development Block Grant Program (CDBG)  
Public Services Agreement**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **El Centro Hispano** (hereinafter referred to as “Subrecipient”).

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

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

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

**I. NATIONAL OBJECTIVES**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

**II. SCOPE OF SERVICE**

A. Project Description

The project “Hispanic Emerging Leaders Program (HELP)” delivered by El Centro Hispano - HCSI will offer 20 scholarships for high school students participating in the leadership program. This is an enrichment and leadership development program for students to be exposed to Arkansas and local history, philanthropy, increase knowledge in the fields of education, healthcare, finances, biomedicine and many more. They will be speaking with professionals in these fields, attend activities and workshops, and receive ACT test preparation.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement,

the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
Hispanic Emerging Leaders Program (HELP)	20

C. Key Personnel

Gina Gomez, Executive Director

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Salary	\$4,000 (\$9.00 hr.)
Participant Cost/Scholarship	\$16,000 (\$800 x 20 students)
<b>TOTAL</b>	<b>\$20,000</b>

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

**III. PAYMENT**

The total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in *2 CFR Part 200* and *24 CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining

directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

**IV. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1<sup>st</sup> of July, 2018 and end on the 30th of June, 2019 The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	El Centro Hispano – HCSI
Grants & Community Development	Gina Gomez
300 S. Church St.	211 Vandyne Street
P.O. Box 1845	Jonesboro, AR 72401
Jonesboro, AR 72403-1845	Tel. (870) 931-1884
Tel. (870) 932-1052	
Fax (870) 933-4626	

**VI. COMPLIANCE**

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

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment

of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

**VII. SPECIAL CONDITIONS**

NONE

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

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

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

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

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law.



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

In accordance with 2 *CFR* § 200.213, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in 2 *CFR* § 200.342.

I. Authorization to Enter Agreement

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

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 *CFR* § § 84.21-28 and 2 *CFR* § 200.419, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by *24 CFR Part 570.502*, *24CFR 84.21-28*, and *2 CFR § § 200.333-200.337*; and
- h. Other records necessary to document compliance with Subpart K of *24 CFR § 570*.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income as defined in *24 CFR § 570.500(a)* generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall

comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

**This project is not allow to generate program income.**

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

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

3. Access to Record

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

"The work to be performed under this Agreement is a project assisted under a program provided direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project



area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written

consent of the Grantee prior to the execution of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Organization

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

**XII. SEVERABILITY**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

**City of Jonesboro**

**Subrecipient**

\_\_\_\_\_  
Harold Perrin, Mayor

\_\_\_\_\_  
Gina Gomez, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_



## Legislation Details (With Text)

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<b>File #:</b>	RES-18:158	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>		To Be Introduced	
<b>File created:</b>	9/19/2018	<b>In control:</b>		Finance & Administration Council Committee	
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH WEST END NEIGHBORHOOD ASSOCIATION FOR THE CDBG PUBLIC SERVICES PROGRAM				
<b>Sponsors:</b>	Community Development, Grants				
<b>Indexes:</b>	Contract, Grant				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">WENA Agreement</a>				

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

WHEREAS, the City has awarded through its FY 2018 CDBG program and West End Neighborhood Association received \$11,981.00 for "CWL Park Safety Initiative" project for the installation of four security cameras at the CWL Park; and

WHEREAS, the City desires the sub-recipient to carry out its stated objectives for the public services program as prescribed in the CDBG Annual Action Plan and in the scope of services within the said agreement; and

WHEREAS, the sub-recipient must represent that they have the capacity to do so and are willing to carry out this program for the Community Development Block Grant program as described in this agreement.

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

SECTION 1: The Mayor, Harold Perrin and City Clerk Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



**City of Jonesboro  
Community Development Block Grant Program (CDBG)  
Public Services Agreement**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **City of Jonesboro**, Arkansas (herein after referred to as “Grantee”) and **West End Neighborhood Association** (hereinafter referred to as “Subrecipient”).

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

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

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

**I. NATIONAL OBJECTIVES**

All activities funded with Community Development Block Grant (CDBG) funds must meet one of the CDBG program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in *24 CFR § 570.208*. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective (1) benefit low- and moderate-income persons.

**II. SCOPE OF SERVICE**

A. Project Description

The “CWL Park Safety Initiative” project delivered by West End Neighborhood Association in partnership with the City of Jonesboro Parks and Recreation Department, IT Department, Quality of Life Division, Jonesboro Police Department (JPD), and City Water and Light (CWL) will install four (4) security cameras at the CWL Park. The West End Neighborhood Association will oversee the project. The City of Jonesboro’s IT Department will purchase the equipment for this project and the system will be monitored 24 hours by the Jonesboro Police Department.

B. Levels of Accomplishments: Objectives and Performances

In addition to the general administrative services required as part of this Agreement,

the Subrecipient agrees to provide the following levels of program services. The levels of accomplishment may include such measures as persons or households assisted and should also include time frames for performance.

<u>Project Name</u>	<u>Persons Served Directly</u>
CWL Park Safety Initiative	6,800

C. Key Personnel

Jeff Ransone	President
Mary Ellen Warner	Vice President
Mary Ransone	Secretary
Frank Sloan	Treasurer

Subrecipient must immediately notify the Grantee with any changes in the assigned Key Personnel or their general responsibilities under this project.

D. Budget

<u>Budget Line Items</u>	<u>Approved Amounts</u>
Supplies	\$145.00
Equipment	\$11,236.00
Services	\$600.00
 TOTAL	 \$11,981.00

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Modifications to approved budget line items are allowable, but must be directly related to changes in program services and activities and may not increase the budget total. Subrecipient must submit a written request identifying reason for the adjustment to the Grantee within 30 days. The Grantee has the authority to grant or deny requests for budget revisions. Granted funds may not be expended prior to budget amendment approval.

**III. PAYMENT**

The total amount to be paid by the Grantee under this Agreement shall not exceed \$11,981. Reimbursement payment for eligible expenses shall be made according to budget categories/line items specified in Paragraph II D herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 *CFR Part 200* and 24 *CFR § 84.21*.

The Grantee retains fiscal responsibility of said funds prior to disbursement. The Subrecipient will submit for reimbursement of eligible costs incurred pertaining directly to budgeted line items listed in the approved budget. Reimbursements will be made to the Subrecipient by the Grantee upon submission of quarterly report and eligible expenditures. Advance Payment method must be approved by the Grantee with justification arranged under specific circumstances.

**IV. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on July 1, 2018 and end on June 30, 2019. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds. No program income is expected with this project.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, sent by facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All written communications under this Agreement shall be addressed to the authorized official of the organization indicated below, unless otherwise stated through written notification.

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

Grantee  
City of Jonesboro  
Grants & Community Development  
300 S. Church St.  
P.O. Box 1845  
Jonesboro, AR 72403-1845  
Tel. (870) 932-1052  
Fax (870) 933-4626

Subrecipient  
West End Neighborhood Association  
Mary Ransone, Secretary  
P.O. Box 1002  
Jonesboro, AR 72403  
(870)897-6726

**VI. COMPLIANCE**

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



procedures will be initiated.

The Grantee reserves the right to inspect at any time during normal business hours any projects conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement. If for any reason, any term of this Agreement is breached by the Subrecipient, the Grantee may require full repayment of any amounts advanced under this Agreement pursuant to Section VIII (Remedies on Default).

## **VII. SPECIAL CONDITIONS**

NONE

## **VIII. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in *24 CFR § 570.604* and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of *24 CFR Part 52*. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

### **B. "Independent Contractor"**

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

### **C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its agents, and employees from suits and actions: including attorney's fees, all cost of litigation, and judgment brought against the Grantee as a result of loss, damage or injury to persons or property arising out of or resulting from the Subrecipient's direct use and operation of programs in connection with the Subrecipient's performance or nonperformance of the

services or subject matter called for in this Agreement only if as a result of the Subrecipient's negligent or intentional acts.

D. Worker's Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipients shall comply with the bonding and insurance requirements of *24 CFR § 84.31* and *§ 84.48*, Bonding and Insurance and *2 CFR § 200.304* Bonds, *§ 200.310* Insurance Coverage, and *200.447* Insurance and Indemnification.

F. Grantor Recognition

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

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform to Federal, State or Local laws and regulations, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with *24 CFR § 85.43*, either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1 (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any

satisfactory work completed on such documents or materials prior to the termination.

In accordance with *24 CFR § 85.44*, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

In accordance with *2 CFR § 200.213*, Non-federal entities are subject to the non-procurement debarment and suspension regulations that strict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. Subrecipient under this Agreement shall be registered with System for Award Management prior to funds procurement. Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable as specified in *2 CFR § 200.342*.

I. Authorization to Enter Agreement

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

**IX. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with *24 CFR § § 84.21-28* and *2 CFR § 200.419*, and agrees to adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 *CFR* § 200 subpart E, “Cost Principles”. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 *CFR Part 570.502*, 24*CFR 84.21-28*, and 2 *CFR* § § 200.333-200.337; and
- h. Other records necessary to document compliance with Subpart K of 24 *CFR* § 570.

2. Retention

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

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for

services provided. Such data shall include, but not be limited to, client name, social security, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Property Records

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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. **Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.** The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and as specified in *2 CFR Part 200*.

C. Reporting and Payment Procedures

1. Program Income

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

**This project is not allow to generate program income.**

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of *24 CFR Part 84.40-48* and *2 CFR Part 200*.

3. Travel/Training

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of *24 CFR Part 84, § 570.502, 570.503, and § 570.504*, and *2 CFR Part 200*, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to *24 CFR § 570.208* until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the

CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at *49 CFR Part 24* and *24 CFR § 570.606(b)*; (b) the requirements of *24 CFR § 570.606(c)* governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in *24 CFR § 570.606(b)(2)* that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in *24 CFR § 570.607*, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

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

B. Affirmative Action



1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

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

3. Access to Record

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee,

or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

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

6. Copyright

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

7. Religious Organization

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

**XII. SEVERABILITY**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Council Approval:

**City of Jonesboro**

**Subrecipient**

\_\_\_\_\_  
Harold Perrin, Mayor

\_\_\_\_\_  
Jeff Ransone, Association President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Donna Jackson, City Clerk

Date: \_\_\_\_\_



## Legislation Details (With Text)

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**File #:** RES-18:159    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 9/19/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH MID-SOUTH HEALTH SYSTEMS TO COLLABORATE IN THE REHABILITATION ACTIVITIES FOR TRANSITIONAL GROUP HOME PROJECT ACCORDING TO THE 2018 CDBG ANNUAL ACTION PLAN  
**Sponsors:** Community Development, Grants  
**Indexes:** Contract, Grant  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH MID-SOUTH HEALTH SYSTEMS TO COLLABORATE IN THE REHABILITATION ACTIVITIES FOR TRANSITIONAL GROUP HOME PROJECT ACCORDING TO THE 2018 CDBG ANNUAL ACTION PLAN

WHEREAS, the City has approved the submission of the 2018 CDBG Action Plan that included the rehabilitation of three (3) housing units for the Transitional Group Home to providing individuals with mental disabilities as prescribed in the National Objectives set forth by HUD; and

WHEREAS, Mid-South Health Systems has agreed to provide the services for CDBG by performing rehabilitation by weatherizing and replacing windows.

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

SECTION 1: The City of Jonesboro will enter into a Memorandum of Understanding agreement with the Mid-South Health Systems for the performance of the aforementioned transitional housing activities for the FY 2018 CDBG Annual Action Plan.

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