



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, October 26, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

MIN-21:089 MINUTES FOR THE FINANCE MEETING ON OCTOBER 12, 2021

Attachments: [Finance Minutes 10122021](#)

4. New Business

ORDINANCES TO BE INTRODUCED

ORD-21:047 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH ACTIVE NETWORK, LLC. FOR HOSTED REGISTRATION SOFTWARE FOR THE PARKS DEPARTMENT

Sponsors: Parks & Recreation

Attachments: [10.26.2021 Activenet Jonesboro - ANet_V1, 6.30.21](#)
[10.26.2021 ActiveNet Jonesboro City of Sole Source Letter 08-18-21](#)
[10.26.2021 Active Net Breakdown](#)

ORD-21:048 AN ORDINANCE AMENDING CHAPTER 62 OF THE JONESBORO CODE OF ORDINANCES LEVYING A FOUR PERCENT (4%) GROSS RECEIPT TAX ON THE RENTING, LEASING, OR OTHERWISE FURNISHING OF HOTEL AND MOTEL ACCOMMODATIONS

RESOLUTIONS TO BE INTRODUCED

RES-21:224 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAM (OJP) OF THE UNITED STATES DEPARTMENT OF JUSTICE AND ACCEPT THE FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL SOLICITATION.

Sponsors: Grants and Police Department

Attachments: [10.26.2021 FY21 JAG Resolution and Agreement](#)

RES-21:225 A RESOLUTION OF THE CITY OF JONESBORO TO ENTER INTO AN OPTION AGREEMENT WITH JURHA (JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY) HOUSING AND COMMUNITY DEVELOPMENT CORPORATION, AN ARKANSAS NON-PROFIT CORPORATION, FOR THE OPTION TO PURCHASE A PORTION OF PROPERTY LOCATED BEHIND 1502, 1504, AND 1506 EAST JOHNSON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF BUILDING A PROPOSED 20-UNIT MULTIFAMILY DUPLEX PROJECT

Sponsors: Mayor's Office

Attachments: [10.26.2021 JURHA Attachment](#)
[10.26.2021 JURHA Option Agreement](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-21:089

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

MINUTES FOR THE FINANCE MEETING ON OCTOBER 12, 2021



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, October 12, 2021

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Mayor Harold Copenhaver was in attendance.

Present 5 - Ann Williams; John Street; David McClain; LJ Bryant and Joe Hafner

Absent 2 - Charles Coleman and Brian Emison

3. Approval of minutes

[MIN-21:084](#)

Minutes for the Finance Committee meeting on September 28, 2021.

Attachments: [MINUTES](#)

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

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

Absent: 2 - Charles Coleman and Brian Emison

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-21:213](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH SUPREME LENDING FOR SPONSORSHIP OF ONE OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Attachments: [Southside Contract](#)

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

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

Absent: 2 - Charles Coleman and Brian Emison

[RES-21:215](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREFIGHTERS PENSION PLANS

Attachments: [State Mandated Uniformed Retirement Expense Analysis \(002\)](#)

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

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

Absent: 2 - Charles Coleman and Brian Emison

[RES-21:216](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Attachments: [State Mandated Uniformed Retirement Expense Analysis \(002\)](#)

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

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

Absent: 2 - Charles Coleman and Brian Emison

[RES-21:217](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

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

Absent: 2 - Charles Coleman and Brian Emison

[RES-21:218](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE AMERICAN RESCUE PLAN FUNDS TO PURCHASE A FILTER & HEATING SYSTEM FOR THE JONESBORO CITY POOL

Attachments: [Bid 2021-28 Pool Heating System Tabulation \(002\)](#)

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

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

Absent: 2 - Charles Coleman and Brian Emison

[RES-21:219](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ALLOCATE AMERICAN RESCUE PLAN FUNDS TO PURCHASE AUDIO/VIDEO RECORDING AND PRODUCTION EQUIPMENT FOR THE INFORMATION SYSTEMS DEPARTMENT

Attachments: [GSS29988.7 - Council Chambers AV](#)

Chief Administration Officer Brian Richardson said, I just wanted to point out and re-emphasize that each of these ARPA (American Rescue Plan Act) related expenditures will come before City Council. This is part of that process. So, expect more of these to be coming. Chairman Joe Hafner 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: 4 - Ann Williams;John Street;David McClain and LJ Bryant

Absent: 2 - Charles Coleman and Brian Emison

5. Pending Items

6. Other Business

Chairman Joe Hafner wished Councilmember Dr. Charles Coleman a "Happy Birthday!"

7. Public Comments

8. Adjournment

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

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

Absent: 2 - Charles Coleman and Brian Emison



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-21:047

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Ordinance

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH ACTIVE NETWORK, LLC. FOR HOSTED REGISTRATION SOFTWARE FOR THE PARKS DEPARTMENT

WHEREAS, the Parks Department for the City of Jonesboro needs software that is capable of handling reservations, registrations, points of sale, membership management, and other items for the management of all of the sporting activities, and rental options in all of the city park properties; and

WHEREAS, ActiveNet software is capable of handling all of the needs of the Parks Department and is web based software that is compatible with the current financial software being used by the City of Jonesboro Finance Department and will therefore work seamlessly with that existing software; and

WHEREAS, ActiveNET will replace the current system in the Parks Department that limit the capabilities described above; and

WHEREAS, the cost of the ActiveNet software and the training necessary to implement the software is \$34,380.00.

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

SECTION ONE: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding due to the fact that this software is compatible with the existing software being used by the City of Jonesboro Finance Department and will work seamlessly with said software without requiring modifications.

SECTION TWO: The Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate this agreement.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 6/30/2021
Quote Number 00121064
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Fred Kreutzfeldt
Owner Email fred.kreutzfeldt@activenetwork.com

Contact Name BRANDON SHRADER
Phone 8709334604
Email bshrader@jonesboro.org

Bill To Name CITY OF JONESBORO
Bill To Contact BRANDON SHRADER
Bill To Address 300 S Church Street
Jonesboro, AR 72401 United States

Ship To Contact BRANDON SHRADER
Ship To Address 300 S Church Street
Jonesboro, AR 72401 United States

Product	Product Type	Description	Quantity	Fee %	Total Price	Total Discount Amount
ACTIVE Captivate - Tier 5	SaaS	The cost of this feature will be subscription based - and will be due annually for the duration of your contract.	1			USD 7,000.00
ACTIVENet - (credit card refunds - flat fee)	SaaS		1	0.00	0.10	
ACTIVENet - Annual Subscription Fee - Flex Tier	SaaS	<p>The ACTIVENet - Annual Subscription Fee - Flex Tier includes the following modules and functionalities:</p> <ul style="list-style-type: none"> - Program & Activity Registration - POS (Point-of-sale) - Marketing & Communications - Standard Reports - Facilities <p>4 additional modules/functionalities can be chosen from the following list and specified in your Schedule A:</p> <ul style="list-style-type: none"> -Memberships -Donations & Fundraising -Private Lessons -League Management -APIs -Multilingual Options -Sandbox 	1		19,380.00	
ACTIVENet - Functionality: Facilities	SaaS		1	0.00		
ACTIVENet - Functionality: League Management	SaaS		1	0.00		
ACTIVENet - Functionality: Memberships	SaaS		1	0.00		
ACTIVENet - Functionality: POS (Point-of-sale)	SaaS		1	0.00		
ACTIVENet - Functionality: Program & Activity Registration	SaaS		1	0.00		
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	2.75		

ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1	0.00		
ACTIVENet - SaaS				0.00		
ACTIVENet - Service Package Standard 5	Service	<p>ACTIVE Net Service Package STANDARD 5 consists of the following Services:</p> <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training <p>The scope of Services is contained to the 5 functionalities of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>	1	0.00	12,200.00	USD 11,775.00
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	2.05		
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50		
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	0.70		
ACTIVENet - Support Standard Package	Maintenance	Support package for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	0.00		
ACTIVENet - Technical Services: Financial Export	Service	<p>ACTIVE Net Technical Services: Financial Export consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1	0.00	1,400.00	
ACTIVENet - Technical Services: GIS Import	Service	<p>ACTIVE Net Technical Services: GIS Import consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1		1,400.00	
ACTIVENet Connect	SaaS		1			USD 2,400.00

Total Price

USD 34,380.00

Service Total 15,000.00

Annual Projected
Contract Value

USD 45,553.00



Schedule

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>

Quote Acceptance Information

Client

Signature:

Name:

Title:

Date:

PO# (if applicable):

Active Network, LLC

Signature:

Name:

Title:

Date:



717 North Harwood Street
Suite 2500
Dallas, TX 75201
ACTIVEnetwork.com

August 18, 2021

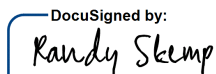
City of Jonesboro
Attn: Steve Kent, Purchasing Agent
300 S. Church Street
Jonesboro, AR 72401

Dear Mr. Kent,

This letter confirms that Active Network, LLC ("Active") is the sole source vendor for Active's software product, ACTIVE Net. The ACTIVE Net suite of products includes ACTIVE Net for Facilities, ACTIVE Net for League Management, ACTIVE Net for Memberships, ACTIVE Net for Point-of-Sale, ACTIVE Net for Program and Activity Registration, ACTIVE Captivate, and ACTIVE Connect. The ACTIVE Net product is only available through Active, and Active is the owner or authorized licensor of all of the proprietary rights contained in the ACTIVE Net product. Active does not market ACTIVE Net through any other companies, distribution channels, or consultants.

If you have any questions or require additional information, please feel free to contact me at any time at 214-996-7813.

Best regards,

DocuSigned by:

Randy Skemp
Vice President, Sales



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-21:048

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Ordinance

AN ORDINANCE AMENDING CHAPTER 62 OF THE JONESBORO CODE OF ORDINANCES LEVYING A FOUR PERCENT (4%) GROSS RECEIPT TAX ON THE RENTING, LEASING, OR OTHERWISE FURNISHING OF HOTEL AND MOTEL ACCOMMODATIONS

WHEREAS, Arkansas Code **26-75-602 (b)** outlines that the City of Jonesboro meets the necessary qualifications to levy a 4% hotel and motel tax. “Any city of the first class in which is located a city park of one thousand (1,000) acres or more in a like manner may levy an additional tax of one percent (1%) upon the gross receipts or gross proceeds identified in subsection (c) of this section. Revenues collected from this additional tax shall be used by the city parks and recreation department for the promotion and development of city parks and recreation areas”; and

WHEREAS, the Advertising and Promotion Commission voted unanimously to request an increase in the current Hotel-Motel tax from three percent (3%) to four percent (4%); and

WHEREAS, this tax is paid by those who visit our community and in no way should affect the citizens of Jonesboro.

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

Section 1. Section 62-41 entitled Gross receipt tax is hereby amended to read as follows:

From and after the passage and approval of this section, a tax in the sum of four percent (4%) shall be levied upon the gross proceeds from the renting, leasing, or otherwise furnishing of hotel and motel accommodations or short-term residential business rentals for profit within the corporate limits of the City of Jonesboro, Arkansas. The tax herein levied shall be paid by the persons, firms, or corporations liable therefore, and shall be collected by the city advertising and promotion commission in the same manner and at the same time as the gross receipts tax levied by act 386 of 1941, as amended. All the provisions of Act 386 of 1941, as amended, and the rules, regulations, and forms promulgated and prescribed by the commissioner of revenues pursuant to said Act shall, so far as practicable, be applied with respect to the enforcement and collection of the tax levied pursuant to this section.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:224

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAM (OJP) OF THE UNITED STATES DEPARTMENT OF JUSTICE AND ACCEPT THE FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL SOLICITATION.

WHEREAS, the City of Jonesboro, Arkansas was awarded the FY2021 JAG Grant in the amount of \$38,207 and there is no local match requirement; and

WHEREAS, the City of Jonesboro Police Department will be used for purchasing new forensic computers, halo sights, patrol bikes and accessories, and simunition guns for training purposes; and

WHEREAS, the City of Jonesboro, Arkansas passed the 2021 budget in RES-20-244, which will need to be amended to reflect the award amount.

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

SECTION 1: The City of Jonesboro, Arkansas will enter into agreement with the Department of Justice to accept the Office of Justice Programs JAG grant in the amount of \$38,207.

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.

SECTION 3: The 2021 budget is hereby amended to include the aforementioned grant from the Department of Justice.

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAM (OJP) OF THE UNITED STATES DEPARTMENT OF JUSTICE AND ACCEPT THE FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL SOLICITATION.

Body

WHEREAS, the City of Jonesboro, Arkansas was awarded the FY2021 JAG Grant in the amount of \$38,207 and there is no local match requirement; and

WHEREAS, the City of Jonesboro Police Department will be used for purchasing new forensic computers, halo sights, patrol bikes and accessories, and simunition guns for training purposes; and

WHEREAS, the City of Jonesboro, Arkansas passed the 2021 budget in RES-20-244, which will need to be amended to reflect the award amount.

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

SECTION 1: The City of Jonesboro, Arkansas will enter into agreement with the Department of Justice to accept the Office of Justice Programs JAG grant in the amount of \$38,207.

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.

SECTION 3: The 2021 budget is hereby amended to include the aforementioned grant from the Department of Justice.

✓ Award Letter

October 8, 2021

Dear Regina Burkett,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by JONESBORO, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$38,207.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

JONESBORO, CITY OF

DUNS Number

073540288

Street 1

300 S CHURCH ST STE 101

Street 2

City
JONESBORO

State/U.S. Territory
Arkansas

Zip/Postal Code
72401

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/8/21

Award Type
Initial

Award Number
15PBJA-21-GG-01138-JAGX

Supplement Number
00

Federal Award Amount
\$38,207.00

Funding Instrument Type
Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13429591

Grant Manager Name Phone Number

Dawn Hill

202-598-7513

E-mail Address

Dawn.K.Hill@usdoj.gov

Project Title

The Jonesboro Police Department is requesting \$38,207 to purchase a forensic computer, Halo Sun Sights, Simulation Guns, patrol bikes and necessary accessories.

**Performance Period
Start Date**

10/01/2020

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug

treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ **Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of

the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law

apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so

requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring

tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below,

whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425).

Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53

Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for

ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

56

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

57

BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Deputy Assistant Attorney General

Maureen Henneberg

9/16/21 3:31 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Director of Community Development/ Grants

Signed Date And Time



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-21:225

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY OF JONESBORO TO ENTER INTO AN OPTION AGREEMENT WITH JURHA (JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY) HOUSING AND COMMUNITY DEVELOPMENT CORPORATION, AN ARKANSAS NON-PROFIT CORPORATION, FOR THE OPTION TO PURCHASE A PORTION OF PROPERTY LOCATED BEHIND 1502, 1504, AND 1506 EAST JOHNSON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF BUILDING A PROPOSED 20-UNIT MULTIFAMILY DUPLEX PROJECT

WHEREAS, it is the desire of the City of Jonesboro to cooperate with JURHA for the construction of an affordable multifamily housing project for Senior Citizens in the City of Jonesboro; and

WHEREAS, JURHA has expressed an interest in acquiring approximately 5.06 acres of land from the City of Jonesboro for the construction of said housing; and

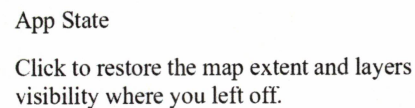
WHEREAS, JURHA is making an application to Arkansas Development Finance Authority (ADFA) for loans to finance the development Project and in the event that ADFA Board of Directors Housing Review Committee denies the financing, this agreement and the option granted hereunder shall be immediately terminated; and

WHEREAS, JURHA assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Arkansas Department of Finance for as National Housing Trust Fund grant to build a proposed 20-unit duplex project

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

SECTION 1: The City of Jonesboro, Arkansas hereby grants to JURHA an option to purchase approximately 5.06 acres of land as identified on the attachment in the sum of \$10.00. The Said option shall be exercised for a term of one (1) year from the effective Date. If JURHA does not exercise its option consistent with this Option Agreement within one (1) year of the Effective Date, this Option Agreement and the option granted herein shall be terminate, if it has not already terminated. An approximate description of the property, an exact legal description will be determined by land survey, prior to conveyance.

SECTION I: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate said agreement.



OPTION AGREEMENT

This Option Agreement (“Agreement”) is entered into on this ____ day of _____, 2021 (“Effective Date”), by and between the City of Jonesboro (“City”) and JURHA Housing and Community Development Corporation, an Arkansas non-profit corporation (“JURHA”). The parties agree as follows:

Section 1. Option; Purchase Price. City hereby grants to JURHA an option to purchase the land described in Exhibit A for the sum of \$10.00 and other good and valuable consideration. Said option shall be exercisable for a term of one (1) year from the Effective Date. If JURHA does not exercise its option consistent with this Option Agreement within one (1) year of the Effective Date, this Option Agreement, and the option granted herein, shall terminate, if it has not already terminated pursuant to Section 4 herein. Exhibit A is an approximate description of the property; an exact legal description will be determined by a land survey, prior to closing.

Section 2. Assignment. This Option Agreement may be assigned by JURHA, without consent of the City required, to an “Affiliate” of JURHA. “Affiliate,” for purposes of this Option Agreement, is defined as a member-managed limited liability company of which JURHA is the sole member

Section 3. Use of Property. The land described in Exhibit A, attached hereto and incorporated herein, shall be used by JURHA, or an Affiliate of JURHA, for the development of an affordable housing multifamily project (“Project”).

Section 4. Termination Prior to Term Expiration. JURHA is making application to Arkansas Development Finance Authority for loans to finance the development of the Project. In the event that the ADFA Board of Directors Housing Review Committee denies the financing, this Agreement, and the option granted hereunder, shall immediately terminate.

Section 5. Exercise of Option. The option granted hereunder shall be exercised by JURHA, or Affiliate to which this Option Agreement has been assigned, by written notice to:

City of Jonesboro
Attn: _____

Section 6. Access. City agrees to provide JURHA and its agents access to the property site to conduct appraisals, surveys, engineering testing, and any and all other activities that may be required to comply with ADFA requirements, at JURHA's expense. JURHA shall hold City harmless from any and all liability resulting from such actions.

Section 7. Utilities. The City certifies that all utilities – water, sewer, and electricity – are available to the property site. The City shall provide the designated rights-of-ways for the street, water or fire lines, sewer lines, electrical service, telephone service, cable TV service, natural gas service, and drainage.

Section 8. Reports. The City agrees to provide to JURHA copies of all plats, surveys, and any other reports applicable to the property site in possession of the City.

Section 9. Title Requirements and Closing Costs: JURHA will be responsible for obtaining an owners' policy of title insurance. If required by the lender, JURHA shall furnish, at JURHA's cost, a mortgagee's title policy in the amount of the mortgage. The City agrees to cooperate with JURHA in obtaining all replatting, rezoning, and abandonments JURHA deems necessary. JURHA will pay all closing costs associated with this option.

Section 10. Survey: If desired by JURHA, JURHA shall be responsible for obtaining and paying for a survey.

Section 11. Possession: Possession shall be delivered to Buyer upon Seller's delivery of the Special Warranty Deed.

Section 12. Miscellaneous:

A. Captions: All captions in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof.

B. Severability: If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed amended to the extent so contrary, prohibited or invalid and the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

C. Time is of the Essence: The Parties agree that time is of the essence of this Agreement.

D. Brokerage: Neither the Buyer nor Seller is represented by any Broker.

E. Entire Agreement. This agreement constitutes the entire contract for Option to Purchase between the parties and no modification shall be binding unless in writing.

Section 13. Notices: Unless otherwise provided in this Agreement all notices, requests, demands, or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid, first class, certified or express mail, return receipt requested, postage paid, as follows (or to such addressee or address as shall be set forth in a notice given in the same manner):

- a. If to JURHA:
Attn: Sharon (Poe) Spikes
330 Union
Jonesboro, AR 72401
sharonp@jurha.org
(870) 336-9614/office
(870) 336-3749/fax

With a copy to:

Nona M. McVay
The McVay Firm PLLC
P.O. Box 10
Cabot, AR 72203

b. If to City:

Attn: _____

Jonesboro, Arkansas

All such notices shall be deemed to have been given on the date delivered or mailed in the manner provided above.

(This space left blank intentionally. Signature page follows.)

IN WITNESS WHEREOF, the parties executed and delivered this Agreement effective
as of the day and year first written above.

CITY OF JONESBORO

By: _____
Name: _____
Title: _____

Date: _____, 2021

**JURHA HOUSING AND COMMUNITY
DEVELOPMENT CORPORATION, an
Arkansas Non-Profit Corporation**

By: _____
Name: _____
Title: _____

Date: _____, 2021

EXHIBIT A

Preliminary Property Description

Starting/ point of beginning at the northwest corner of 50'w undeveloped Word Avenue & existing lot #23, 150' east to proposed property corner, thence north 450.09' to property corner at south side of undeveloped Pyle Street, thence west 150' along north side of existing lot #18 to northwest corner of existing lot #18, thence north 50' across undeveloped Pyle Street ROW, thence east 280.5' to proposed property corner at southeast corner of existing lot #17, thence north 109.30', thence east 256.93' to proposed northeast property corner, thence south along east boundary 609.39' to northeast end of undeveloped Word Avenue, thence south 50' to southeast end of undeveloped Word Avenue, thence west 535.4' to southwest end of undeveloped Word Avenue, thence 50' north to point of beginning at northwest corner of undeveloped Word Avenue, for an approximate total of 255,001.8785 sq ft, or 5.85 acres, more or less.

An exact legal description will be determined by a land survey, prior to the closing.