Finance Committee
Meeting Agenda
June 11, 2024
4:30 PM
City Council Chambers

City Council Members:

Gayatri Agnew	**Ward 1, Position 2**
Cindy Acree	**Ward 2, Position 1**
Bill Burckart	**Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09**

Call to Order/Roll Call

City Council Items To Be Considered

1. **Section II Item 4 from the City Council Agenda: Resolution approving a Budget Adjustment - FY23 Community Development Block Grant Program** — **Resolution**

   Approval of a budget adjustment in the amount of $320,831.00 recognizing FY23 CDBG entitlement funds to implement the projects identified in the FY23 CDBG Annual Action Plan as approved by City Council on November 7, 2023. A budget adjustment is needed to appropriate funds.

2. **Section II Item 5 from the City Council Agenda: Resolution entering an Agreement with the Boys and Girls Club of Benton County - CDBG Program** — **Resolution**

   Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Boys and Girls Club of Benton County for the use of FY23 CDBG funds in the amount of $10,000.00. The needed budget adjustment is included in the previous Resolution.

3. **Section II Item 6 from the City Council Agenda: Resolution authorizing an Agreement with NWA Continuum of Care - CDBG program** — **Resolution**

   Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with NWA Continuum of Care for the use of FY23 CDBG funds in the amount of $12,500.00. The needed budget adjustment is included in the previous Resolution.

4. **Section II Item 7 from the City Council Agenda: Resolution authorizing an Agreement with Habitat for Humanity of Benton County - CDBG Program** **Resolution**

   Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with Habitat for Humanity of Benton County for the use of FY23 CDBG funds in the amount of $25,000.00. The needed budget adjustment is included in the previous Resolution.

5. **Section II Item 8 from the City Council Agenda: Resolution authorizing Agreement with Helen Walton Children's Enrichment Center - CDBG Program** **Resolution**

   Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Helen Walton Children's Enrichment Center for the use of FY23 CDBG funds in the amount $10,000.00. The needed budget adjustment is included in the previous Resolution.

6. **Section II Item 12 from the City Council Agenda: Resolution to Award Bid IFB-24-37 to Road Runner Safety Services, Inc. for a Towable Attenuator** **Resolution**

   Resolution awarding bid IFB-24-37 in the amount of $36,250.00 for a Traffix Scorpion II Towable Attenuator Mash Trailer to Road Runner Safety Services,Inc. No budget adjustment is needed.

7. **Section II Item 13 from the City Council Agenda: Resolution to Award Bid IFB-24-33 to Time Striping, Inc. for the 2024 Annual Striping** **Resolution**

   Resolution to approve bid IFB-24-33 to Time Striping, Inc. for the City of Bentonville's annual street pavement markings. No budget adjustment is needed.

8. **Section II Item 14 from the City Council Agenda: Resolution to Terminate a Grant Agreement for the Bentonville Adult Recreation Center** **Resolution**

   Resolution to terminate a grant with Bentonville Revitalization, Inc. for the remaining balance of the design work for the Bentonville Adult Recreation Center. No budget adjustment is needed.

9. **Section II Item 15 from the City Council Agenda: Resolution to Enter into a Grant Agreement for the Bentonville Adult Recreation Center** **Resolution**

   Resolution authorizing the Mayor and City Clerk to enter into a grant agreement with the Town Branch Foundation in the amount of $630,120.00 for the design of the Bentonville Adult Recreation Center. No budget adjustment is needed.

10. **Section II Item 16 from the City Council Agenda: Resolution to Approve a Budget Adjustment for the Bentonville Bat Art Piece** **Resolution**

Resolution to approve a budget adjustment of $19,810.00 for the purchase of the Bentonville Bat art piece at Phillips Park. A budget adjustment is needed.

11. **Section II Item 17 from the City Council Agenda: Resolution approving a Contract Amendment for Dave Peel Park/Quilt of Parks Project** **Resolution**

Resolution for approval of an Extra Work Authorization with Design Workshop, in the amount of $236,250.00. No budget adjustment is needed.

12. **Section II Item 18 from the City Council Agenda: Resolution Approving a Contract Amendment for the A Street Promenade** **Resolution**

Resolution to approve a Change Order, in amount of $17,000.00, to Design Workshop for additional design and construction observation for the A Street Promenade. No budget adjustment is needed.

13. **Section II Item 19 from the City Council Agenda: Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC** **Resolution**

Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC for City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring. No budget adjustment is needed.

14. **Section II Item 20 from the City Council Agenda: Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services**

Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services to Looks Great Services of MS, Inc. per the unit prices attached, in an amount not to exceed $7,096,600,00. A budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [x] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution approving a Budget Adjustment - FY23 Community Development Block Grant Program
Action Recommendation & Justification:	Approval of a budget adjustment in the amount of $320,831.00 recognizing FY23 CDBG entitlement funds to implement the projects identified in the FY23 CDBG Annual Action Plan as approved by City Council on November 7, 2023. A budget adjustment is needed to appropriate funds.
Additional Comments for Consideration (Optional):	Following this agenda item are four Resolutions for sub-recipient agreements associated with this budget adjustment. The full budget adjustment is listed on a separate document.
Amount for Approval:	$ 320,831.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):________________

Budget Impact Notes for Consideration (Optional):

This budget adjustments allocates the project funds for the FY23 CDBG Annual Action Plan as approved by City Council on Nov. 7, 2023

Budget Adjustment - Community Development Block Grant

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101620-33110	Federal Direct Grant		320,831.00
101620-43710	Contracts	288,831.00	
101620-45810	Travel and Training	4,000.00	
101620-45820	Dues and Subscriptions	2,000.00	
101620-45410	Public Notifications	2,000.00	
101620-43410	Professional Services / Other	15,000.00	
101620-43510	Promotional Activities	3,000.00	
101620-42110	Office Supplies	2,000.00	
101620-42210	Postage	1,000.00	
101620-42510	Minor Equipment	2,000.00	
101620-42030	Fuel Supplies	1,000.00	
	Total	**320,831.00**	**320,831.00**

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: June 11, 2024
RE: Budget Adjustment and Subrecipient Agreements for the CDBG Program

Request.

A budget adjustment by City Council providing the full funding of the Community Development Block Grant program in the amount of $320,831.00, and the approval of the subrecipient agreements.

History.

In 2022, the City of Bentonville decided to re-enter the Housing and Urban Development (HUD)Community Development Block Grant (CDBG) program. The City was a CDBG entitlement city between 2004 and 2015.

Upon application to HUD, Bentonville was approved for a grant in the amount of $320,831.00 contingent on the submission and approval of the City's Consolidated Plan (CP) for the 2023-27 grant period. During the approval process, the City's first plan submission was denied due to the classification of a manhole replacement project as 'maintenance' rather than 'rehabilitation'. The City approved a revised CP and submitted to HUD in early November 2023. HUD approved Bentonville's CP on January 25, 2024 with the formal grant agreement signed on February 8, 2024.

Program Status.

The City is currently initiating Program Year 2023 and all projects have through PY 2027 to be completed. Individual project allocations are described in greater detail below.

The financial management of the CDBG program is also relevant to program design. The City's Finance team was involved in this decision, attending financial management training with HUD and CDBG staff starting in December of 2023. It was decided that, for ease of financial recordkeeping that the City would work on a reimbursement basis with HUD. This means that the city will issue funds for the projects first, then draw down funds from our line of credit with HUD and reimburse the city expenses. HUD has indicated that it will take approximately three business days for the City to be reimbursed.

To set up the city's account, staff is requesting approval of a budget adjustment in full amount of the PY23 CDBG grant, $320,831.00.

PY23 Project Allocations.

Home Ownership Assistance - $231,331.00

Funds will be used for city staff to establish a Home Ownership Assistance Program that will provide income-eligible first-time homebuyers with down-payment and closing cost assistance to purchase residential property in the City of Bentonville. Assistance comes in the form of a grant of up to 50% of the lender-required down payment. The applicant and the home must meet all of the qualification criteria (application attached). Applicants may use any licensed real estate professional of choice to find a home. Grant assistance for the buyers' out-of-pocket expenses of closing cost/down payment will be paid directly to the title company. At closing, a lien must be signed stating the buyer will reside in the home and not change title for five years. At the end of the five years, the lien is released, and no funds are owed.

CDBG staff and the IT department are working together to create an online application system that will be secure as personally identifiable information will be submitted as part of the application process. Currently, IT has indicated that existing City software should be able to accommodate this need. More information on the available systems will be provided over the following weeks. Currently all CDBG information is stored on access-restricted folders in the Planning drive.

Housing Rehabilitation - $25,000.00

Funding will be provided to Habitat for Humanity of Benton County to assist low-to moderate-income households in need of repair or accessibility modifications. The work focuses on critical repairs (permanent, essential rehabilitation to ensure the home is decent, safe, and sanitary) for safe entry (wheelchair ramps) and improved bathroom accessibility (replacing bathtubs with showers) and other ADA safety standards. *The agreement with Habitat for Humanity is provided for City Council approval.*

Public Services - $22,500.00

The City will use its public services funds to support three local organizations to assist with childcare tuition assistance and outreach and assessment services for our homeless population.

- Funding for the Helen R. Walton Children's Enrichment Center will cover the costs of the STP One program which will allow for free, high-quality, early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change. *The agreement with Helen R. Walton Children's Enrichment Center is provided for City Council approval.*

- Funding for the Northwest Arkansas Continuum of Care will assist with outreach and focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number was given), fill out an intake form to determine income and homelessness status. *The agreement with the Northwest Arkansas Continuum of Care is provided for City Council approval.*
- Funding for the Boys and Girls Club After School and Summer Scholarship Program will be allocated by reimbursing the Boys and Girls Club for the scholarship funds for low-income children and their families. This allows their parent(s) to work and not have to worry about where their children are or how they are going to pay for childcare. *The agreement with the Boys and Girls Club is provided for City Council approval.*

Administration - $32,000.00

The administration funding will be managed by city staff and used to pay for marketing and promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. Any retained professional services eligible under HUD would be spent from the Administration fund. It will also cover any membership fees associated with the CDBG Program, general program-associated costs such as materials, travel for conferences and training seminars.

Project	Project Type	Project Eligibility	Project Description	Annual Funding	National Objective
Habitat for Humanity	Single Family Housing Rehabilitation	24 CFR 570.202(b)(2)	Housing rehab focused on ADA accessibility	$25,000	LMI Housing
Continuum of Care	Public Service – Supportive Services	24 CFR 570.201(e)	Homeless population outreach and services	$12,500	LMI Limited Clientele
Boys and Girls Club	Public Service	24 CFR 570.201(e)	Funding for BGC scholarships	$10,000	LMI Limited Clientele
HR Walton Center	Public Service	24 CFR 570.201(e)	Tuition funding for STP ONE	$10,000	LMI Limited Clientele
Homebuyer Assistance	Downpayment Assistance	24 CFR 570.201(n)	Direct assistance to homebuyers	$231,331	LMI Housing
Administration	Administration	24 CFR 570.200(a)(3)(i)	Costs associated with overseeing grant	$32,000	Admin

Total: $320,831.00

Next Steps

In addition to PY 2023, the City is now starting to prepare the Annual Action Plan for PY 2024 (due on August 16). Program Year 2024 begins on July 1 of 2024. Funds will be spent on a first-in, first-out basis for all projects, meaning that funding from PY 2023 must be expended before funds from PY 2024 can be spent.

Recommendation.

Staff recommends approval of the budget adjustment in the amount of $320,831.00 for the operation of the CDBG program and to approval of the subrecipient agreements with the following agencies: Habitat for Humanity, Northwest Arkansas Continuum of Care, Benton County Boys and Girls Club and Helen R. Walton Children’s Enrichment Center.

RESOLUTION NO. ______________

A RESOLUTION ADJUSTING THE 2024 BUDGET TO RECOGNIZE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS ($320,831.00) INTO ACCOUNT #101620-33110 – FEDERAL DIRECT GRANT; APPROPRIATING SAID FUNDS INTO VARIOUS EXPENSE ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council decided to re-enter the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program in 2022;

WHEREAS, upon application, Bentonville was approved for a grant in the amount of three hundred twenty thousand eight hundred thirty-one dollars ($320,831.00) with the city's Consolidated Plan being finalized on February 8, 2024; and

WHEREAS, the full grant amount needs to be recognized and appropriated into the appropriate expense accounts for disbursement.

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

Section 1: The 2024 Budget is hereby adjusted to recognize CDBG funds in the amount of three hundred twenty thousand eight hundred thirty-one dollars ($320,831.00) into Account #101620-3310 – Federal Direct Grant;

Section 2: The 2024 Budget is further adjusted to appropriate the same into various expense accounts listed in Exhibit "A";

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this __________ day of ________________________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

EXHIBIT "A"

Budget Adjustment - Community Development Block Grant

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101620-33110	Federal Direct Grant		320,831.00
101620-43710	Contracts	288,831.00	
101620-45810	Travel and Training	4,000.00	
101620-45820	Dues and Subscriptions	2,000.00	
101620-45410	Public Notifications	2,000.00	
101620-43410	Professional Services / Other	15,000.00	
101620-43510	Promotional Activities	3,000.00	
101620-42110	Office Supplies	2,000.00	
101620-42210	Postage	1,000.00	
101620-42510	Minor Equipment	2,000.00	
101620-42030	Fuel Supplies	1,000.00	
	Total	**320,831.00**	**320,831.00**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

- [ ] **Informational**
- [ ] **Bid Award**
- [x] **Enter into an Agreement**
- [ ] **Change Order**
- [ ] **Recognizing Funds**
- [ ] **Budget Adjustment**
- [ ] **Waiver of Bid**
- [ ] **Emergency Clause**

- [ ] **Ordinance**
- [x] **Resolution**
- [ ] **Informational**

Title, Recommendation & Justification

Title:	Resolution entering an Agreement with the Boys and Girls Club of Benton County - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Boys and Girls Club of Benton County for the use of FY23 CDBG funds in the amount of $10,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement is for childcare tuition assistance for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	$ 10,000.00

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** Budget Adjustment requested

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**

Budget Impact Notes for Consideration (Optional):

Cost of program is included in the CDBG budget adjustment request on this agenda.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE
AND
Boys and Girls Club of Benton County
FOR
BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of __________, 20____ by and between the ___________ (herein called the "Grantee") and the Boys and Girls Club of Benton County (herein called the "Subrecipient").

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

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will use grant funds to support their scholarship program (both need based and programmatic). These scholarships will be awarded to children and teens from low income families and to children and teens in foster care in Bentonville, and will provide funding for these persons to participate in after-school and summer programming offered by the Subrecipient. All action needed from the Subrecipient is in relation to the administration of the scholarship. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of scholarship recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance. This is a public service activity and will take place at the Subrecipient's location of 2801 Walker Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of scholarships to children and teens of low income families and to children and teens in foster care in Bentonville. No program income will be generated by this project.

General Administration

All administrative tasks will be in relation to the scholarship program, including distributing funds, recordkeeping of adherence to CDBG requirements, communicating with the Grantee though reporting periods, and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation. All funding will be used for the scholarship program tuition reimbursement.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the income eligibility requirements for the needs-based scholarship program, which ensures that funding will only be distributed to families who are at or below 200% of the federal poverty level or have demonstrated emergency circumstances which place them as being principally low income such as foster youth. All programmatic scholarships awarded will require information on family size and income so that it is evident that these scholarships go to persons whose family does not exceed the low and moderate income limits.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Scholarship Funds	N/A	92 persons served

Units of service is defined by the number of persons the Subrecipient provides funding for through the scholarship program. Each person served will be a 'unit'. The per-month unit goal may fluctuate due to the seasonal nature of the program (such as providing after-school care only being possible during the school year) but the Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is made. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period.

Performance will be measured by the number of scholarship recipients.

D. Staffing

Matt Taliaferro, CEO of the Boys & Girls Club of Benton County, is responsible for overseeing the distribution of scholarship funds, completing all reporting requirements to the Grantee, and communicating with the Grantee on the status of the project.

No CDBG funds will be used for staffing compensation.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of ___________, 20__ and end on the first day of _________. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Salaries	$________
Fringe	________
Office Space (Program only)	________
Utilities	________
Communications	________
Reproduction/Printing	________
Supplies and Materials	________
Mileage	________
Audit	________
Other (Specify)	$10,000.00
Indirect Costs (Specify)	________
TOTAL	$10,000.00

For this agreement, the Subrecipient will receive a total of $10,000.00. The total amount of this funding will be put toward scholarships for child participants of the Subrecipient's programming. This $10,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

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

IV. PAYMENT

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

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of scholarships provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee	Subrecipient
________________________, Manager	_____________________, Exec. Director
Grantee _________________________	Subrecipient ______________________
[Address]________________________	[Address] _________________________
[City, State, ZIP]__________________	[City, State, ZIP] ___________________
[Telephone]______________________	[Telephone] _______________________
[Fax Number]_____________________	[Fax Number] ______________________

VI. SPECIAL CONDITIONS

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. <u>"Section 3" Clause</u>

a. <u>Compliance</u>

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date ___________________________________

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee] [Subrecipient]

By_______________________________________
Chief Elected Official or Executive Officer

By____________________________
Title ______________________________

Attest______________________________________
ASSISTANT [CITY/COUNTY] CLERK

Countersigned:_______________________________
FINANCE OFFICER

By____________________________
Title ______________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #____________________________

____
ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

____
CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB OF BENTON COUNTY FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of $320, 831.00 was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of providing tuition assistance for childcare; and

WHEREAS, the Boys and Girls Club of Benton County applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal by providing childcare tuition assistance to low-to-moderate income Bentonville residents.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a sub-recipient agreement with the Boys and Girls Club of Benton County, in an amount not to exceed ten thousand dollars ($10,000.00), to provide childcare tuition assistance to low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of ________________, 2024.

APPROVED:

____
Stephanie Orman, Mayor

ATTEST:

____
Malorie Marrs, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

- ☐ Informational
- ☐ Bid Award
- ☑ Enter into an Agreement
- ☐ Change Order
- ☐ Recognizing Funds
- ☐ Budget Adjustment
- ☐ Waiver of Bid
- ☐ Emergency Clause

- ☐ Ordinance
- ☑ Resolution
- ☐ Informational

Title, Recommendation & Justification

Title:	Resolution authorizing an Agreement with NWA Continuum of Care - CDBG program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with NWA Continuum of Care for the use of FY23 CDBG funds in the amount of $12,500.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides homelessness services and outreach in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	$ 12,500.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Budget Adjustment Requested

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

Cost of program is included in the CDBG budget adjustment request on this agenda.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE
AND
NORTHWEST ARKANSAS CONTINUUM OF CARE
FOR
BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of __________, 20____ by and between the ___________ (herein called the "Grantee") and North West Arkansas Continuum of Care (herein called the "Subrecipient").

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

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. <u>SCOPE OF SERVICE</u>

A. <u>Activities</u>

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will perform community outreach focusing on homeless persons within the city limits of Bentonville. Outreach staff will connect with the persons served through word of mouth, and partnership with local organizations such as the Bentonville Police Department and Salvation Army. Outreach will be done in person or over the phone. Once contact with an individual is made, staff will determine immediate needs and assist with shelter and material supplies. Each person the staff make contact with will be provided with an intake that includes an assessment, allowing them to be added to the homeless by-name list. This assessment provides a score which can be translated to the amount of vulnerability that a person has. The area of service is all of Bentonville, as this project involves serving the needs of unhoused persons. The Subrecipient is responsible for oversight of the contract organization and reporting all data and compliance documentation to the Grantee. Measurements of success will come from the number of homeless persons served and will be reported monthly by the Subrecipient to the Grantee. The schedule for this project begins upon completion of a successful environmental review and allocation of contracted funds, extending for the period of performance. All funds awarded will be associated with the cost of homeless outreach efforts and no program income will be generated.

General Administration

All administrative tasks in relation to the homelessness outreach project, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee though reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the homelessness outreach program funds to directly benefit the persons served.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met through the presumed clientele requirement, as homeless persons are presumed to be low income. No part of this project will benefit non-homeless individuals.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Homeless Outreach	7 Persons Served	At least 45 Persons Served

Units of service refers to the number of people the Subrecipient makes contact with and serves through connection with resources or information, and who is added to the homeless by-name list. Each person is a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement unless a request for an amendment of this agreement is submitted in light of program performance. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in December of 2024.

Performance will be evaluated by the number of homeless persons served.

D. Staffing

Executive Director, NWA Continuum of Care. Subrecipient and the person who provides all documentation and reimbursement requests to the Grantee. Responsible for overseeing the daily operations of the project and assessing the performance of the contractors.

Contract Outreach Team. Contract organization responsible for all outreach efforts. This organization will submit hours and invoice monthly for payment and submit all forms for intake and homelessness and income verification for persons served.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of ___________, 2024 and end on the first day of December of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Salaries	$________
Fringe	________
Office Space (Program only)	________
Utilities	________
Communications	________
Reproduction/Printing	________
Supplies and Materials	________
Mileage	________
Audit	________
Other (Specify)	$12,500.00
Indirect Costs (Specify)	________
TOTAL	$12,500.00

For this agreement, the Subrecipient will receive a total of $12,500.00. The total amount of this funding will be put toward the cost of homelessness outreach through the contract organization. The cost of contracting has been categorized as ‘other’ for the purpose of this budget.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis by the Grantee to the Subrecipient. The Subrecipient will invoice the Grantee monthly for the cost of services specified in the Levels of Accomplishment. Invoices will be made on a monthly basis, unless the Subrecipient requests an extension in writing and it is approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee	Subrecipient
________________________, Manager	______________________, Exec. Director
Grantee ________________________	Subrecipient ______________________
[Address]_______________________	[Address]_________________________
[City, State, ZIP]________________	[City, State, ZIP]__________________
[Telephone]_____________________	[Telephone]_______________________
[Fax Number]___________________	[Fax Number]_____________________

VI. SPECIAL CONDITIONS

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. <u>RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT</u>

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

X. <u>PERSONNEL & PARTICIPANT CONDITIONS</u>

A. <u>Civil Rights</u>

1. <u>Compliance</u>

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. <u>Nondiscrimination</u>

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

3. <u>Land Covenants</u>

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date ___________________________________

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee] [Subrecipient]

By_______________________________________
Chief Elected Official or Executive Officer

By____________________________
Title ______________________________

Attest______________________________________
ASSISTANT [CITY/COUNTY] CLERK

Countersigned:_______________________________
FINANCE OFFICER

By____________________________
Title ______________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #____________________________

____
ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

____
CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE NORTHWEST ARKANSAS CONTINUUM OF CARE, FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of $320,831.00 was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of assisting the homeless population; and

WHEREAS, the NWA Continuum of Care applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal, by providing homelessness services and outreach in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into a sub-recipient agreement with the Northwest Arkansas Continuum of Care, in an amount not to exceed twelve thousand five hundred dollars ($12,500.00), to provide homelessness services and outreach in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ___ day of ________________, 2024.

APPROVED:

____
Stephanie Orman, Mayor

ATTEST:

____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution authorizing an Agreement with Habitat for Humanity of Benton County - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with Habitat for Humanity of Benton County for the use of FY23 CDBG funds in the amount of $25,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides home rehabilitation for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	$ 25,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Budget Adjustment Requested

Budget Adjustment ***(to be completed by Finance when applicable)***

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

Cost of program is included in the CDBG budget adjustment request on this agenda.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE
AND
Habitat for Humanity of Benton County
FOR
BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of __________, 20____ by and between the City of Bentonville (herein called the "Grantee") and Habitat for Humanity of Benton County (herein called the "Subrecipient").

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

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will conduct housing rehabilitation efforts for eligible applicants in Bentonville city limits. Rehabilitation will be for increased safety and disability accessibility to the home and will include critical repairs (permanent and essential) for safe entry and bathroom navigation, such as exchanging bathtubs for showers. These repair services will be provided to low income Bentonville residents, particularly those who are physically disabled. This activity will be carried out by the Subrecipient and its volunteers and subcontractors, if necessary. No rehabilitation will include major construction activity or external renovations that change the footprint of a house. Minor external modifications such as the addition of wheelchair access ramps will be permitted.

General Administration

Administratively, the Subrecipient will post, evaluate, and then accept applications from low income Bentonville residents, evaluating them for eligibility with CDBG standards and for home repair necessity. The Subrecipient will organize repair team efforts with their volunteers and community partners. The Subrecipient will evaluate needed materials and what materials are available through donations and which will have to be procured through CDBG funding.

Documentation of applications, service determination and activity schedules, and material needs will be maintained by the Subrecipient and reported to the Grantee regularly on at least a monthly basis. The Subrecipient is responsible for administering the rehabilitation project and ensuring daily operations are in compliance with CDBG regulations and communicating with the Grantee on the status of the activities. Per the application, no CDBG funding will be applied toward administration costs or salary.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the Low and Moderate Income Persons and Households National Objective, specifically through Low and Moderate Housing Activities. This National Objective will be met by ensuring that all recipients of the rehabilitation project qualify as low- moderate- income as per the income guidelines published by HUD for Bentonville (part of the Fayetteville-Springdale-Rogers MSA). Rehabilitation to single family dwelling units is one of the eligible activities under the Low and Moderate Income National Objective for Housing Activities and the Subrecipient and Grantee will ensure that all rehabilitation projects are conducted on eligible dwelling units and for low-moderate- income persons and households.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Housing Applications	Two houses evaluated per month	Twelve houses per year
Housing Rehabilitation	One project every two months	At least six houses per year

A Unit of Service for this project is a rehabilitation of a house. While rehabilitation timelines may fluctuate based on individual scope of activities, the goal for Units of Service should be one Unit served every other month to accomplish multiple repairs within the scope of service. Any changes to the levels of accomplishment must be communicated to the Grantee as they occur to ensure that activity documentation is properly maintained.

D. Staffing

Assistant Construction Manager. The Asst. Construction Manager will assess repair need, meet with homeowners, work with the Subrecipient Volunteer Coordinator, obtain permits from the City (if necessary) for rehabilitation activity, schedule the work, schedule contractors as necessary, and inspect and document final outcomes of the rehabilitation activity.

Volunteer Coordinator. The Volunteer Coordinator will meet with the Asst. Construction Manager, contact company teems and other volunteers from the Subrecipient database to schedule repair activities, deliver supplies and donated materials, and record all volunteer hours.

Executive Director. The Executive Director is responsible for oversight of all project activities, administrative , and recordkeeping, confirming eligibility of applicants in accordance with CDBG regulations, and serving as the primary point of contact on the project for the Grantee. The

Executive Director will ensure compliance with all federal and local statutes and regulations within the project and project personnel.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of ___________, 20__ and end on the first day of December of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Salaries	$________
Fringe	________
Office Space (Program only)	________
Utilities	________
Communications	________
Reproduction/Printing	________
Supplies and Materials	$20,000.00
Mileage	________
Audit	________
Other (Specify)	$5,000.00
Indirect Costs (Specify)	________
TOTAL	$25,000.00________

Costs set as 'other' in the above budget will include all testing costs related to the Environmental Review, and any mitigation costs that are required as a result of that review.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $25,000.00. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of rehabilitation supplies and activities provided to eligible program participants. The Subrecipient will invoice the Grantee on a minimum monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee	Subrecipient
__________________________, Manager	______________________, Exec. Director
Grantee ___________________________	Subrecipient ________________________
[Address]__________________________	[Address]___________________________
[City, State, ZIP]____________________	[City, State, ZIP]____________________
[Telephone]________________________	[Telephone]_________________________
[Fax Number]_______________________	[Fax Number]_______________________

VI. SPECIAL CONDITIONS

The Subrecipient agrees that no funding will be allocated until an Environmental Review has been completed by the Grantee in compliance with 24 CFR Part 58. For projects utilizing a tiered review format, no funding will be allocated for an individual project until a site-specific review has been completed including any periods of public notice.

The Subrecipient agrees that all applicants must submit a completed application including required documentation to the Grantee. Applicants must meet eligibility criteria including but not limited to household income limits, homeownership requirements, and a minimum residency in the property of at least one year.

The Subrecipient agrees that all rehabilitation activities will require a minimum five-year lien between the homeowner and the City of Bentonville for the costs associated with rehabilitation of the home. If the homeowner sells or vacates the property within the time specified by the lien, the funds obligated by the lien agreement will be returned to the City of Bentonville.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports will be submitted at minimum on a monthly basis.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. <u>RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT</u>

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

X. <u>PERSONNEL & PARTICIPANT CONDITIONS</u>

A. <u>Civil Rights</u>

1. <u>Compliance</u>

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. <u>Access to Records</u>

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

4. <u>Notifications</u>

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

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

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

6. <u>Subcontract Provisions</u>

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

C. <u>Employment Restrictions</u>

1. <u>Prohibited Activity</u>

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

2. <u>Labor Standards</u>

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. <u>"Section 3" Clause</u>

a. <u>Compliance</u>

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

> employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

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

c. Subcontracts

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

d. Debarred or Ineligible Contractors

The Subrecipient will abide by prohibitions at 2 CFR part 2424 on the use of debarred, suspended, or ineligible contractors and participants. This part applies to any contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by HUD under a covered nonprocurement transaction and the amount of the contract is expected to equal or exceed $25,000.00. This extends the coverage of the HUD nonprocurement suspension and debarment requirements to all lower tiers of subcontracts under covered nonprocurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c).

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. The Subrecipient will monitor any contractors or subcontractors to ensure that they will not conduct inherently religious activities.

XI. CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Radon

The Subrecipient agrees that any construction or rehabilitation of residential structures subject to 24 CFR Parts 50 and 58 with assistance provided under this Agreement shall be subject to HUD contamination regulations on the presence of radon.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date ______________________________

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]	[Subrecipient]
By______________________________ Chief Elected Official or Executive Officer	By______________________________ Title ______________________________
Attest______________________________ ASSISTANT [CITY/COUNTY] CLERK	
Countersigned:______________________________ FINANCE OFFICER	By______________________________ Title ______________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #______________________________

____
ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

____
CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH HABITAT FOR HUMANITY OF BENTON COUNTY, FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of three hundred twenty thousand eight hundred thirty-one dollars ($320,831.00) was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a goal of assisting with providing safe, sanitary and affordable housing; and

WHEREAS, Habitat for Humanity of Benton County applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal, by providing home rehabilitation for low-to-moderate income families in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Habitat for Humanity of Benton County, in an amount not to exceed twenty-five thousand dollars ($25,000.00), to provide home rehabilitation for low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of ________________, 2024.

APPROVED:

____

ATTEST: **Stephanie Orman, Mayor**

____

Malorie Marrs, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Taylor Allen
Phone:	479-271-3122	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution authorizing Agreement with Helen Walton Children's Enrichment Center - CDBG Program
Action Recommendation & Justification:	Approving a Resolution authorizing the Mayor and City Clerk to enter into agreement with the Helen Walton Children's Enrichment Center for the use of FY23 CDBG funds in the amount $10,000.00. The needed budget adjustment is included in the previous Resolution.
Additional Comments for Consideration (Optional):	This agreement provides childcare tuition assistance for low-to-moderate income families in Bentonville. City Council approved this project as part of the FY23 CDBG Annual Action Plan on November 7, 2023. This item is dependent upon approval of the FY23 CDBG Budget Adjustment request, also on this agenda. This item will be funded with Bentonville's FY23 CDBG allocation.
Amount for Approval:	$ 10,000.00

Budget Impact

Is this Item Budgeted? [ ] YES [ ] NO [ ] ITEM HAS NO COST [x] OTHER: Budget Adjustment Requested

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s): ______

Budget Impact Notes for Consideration (Optional):

Cost of program is included in the CDBG budget adjustment request on this agenda.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE
AND
HELEN R. WALTON CHILDREN'S ENRICHMENT CENTER
FOR
BENTONVILLE CDBG PROGRAM YEAR 2023

THIS AGREEMENT, entered this _____ day of __________, 2024 by and between the City of Bentonville (herein called the "Grantee") and the Helen R. Walton Children's Enrichment Center (herein called the "Subrecipient").

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

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will use grant funds to support their STP ONE (Support in Transitional Poverty: Optimizing community, Nurturing children, Empowering families) scholarship program. These scholarships will be awarded to children from low income families within Bentonville, and will provide funding for these persons to participate in programming offered by the Subrecipient, including free childhood education, access to therapy, case management, and support services for the family in poverty. All action needed from the Subrecipient is in relation to the administration of the STP ONE program. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of program recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance, concluding in December of 2024. This is a public service activity and will take place at the Subrecipient's location of 309 NE J Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of the STP ONE program to low income families within Bentonville. No program income will be generated by this project.

General Administration

All administrative tasks will be in relation to the STP ONE program, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee though reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the STP ONE program funds to directly benefit low and moderate income persons.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the Subrecipient placing income eligibility requirements for the STP ONE program. All funding awarded will require information on family size and income level to ensure that it is evident that the CDBG funds are distributed to persons who do not exceed the low and moderate income limits. For the STP ONE program, CDBG funds will only be used to provide tuition assistance at the 80-to-100 percent level, which aligns with the income requirements set by HUD for the CDBG program. This will meet the requirements set out in the National Objective of Low and Moderate Income Limited Clientele.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Tuition, STP ONE	6 Persons Served	At least 42 Persons Served

Units of service is defined by the number of persons the Subrecipient provides funding for through the STP ONE tuition assistance program. Each person served will be a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is submitted in light of program performance. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in December of 2024.

Performance will be measured by the number of persons receiving tuition assistance.

D. Staffing

Family Services Coordinator, HWCEC. Serves as the primary liaison between community organizations and implements STP ONE program.

Executive Director, HWCEC. Oversees and manages project.

Director of Development, HWCEC. Reports program metrics, manages communications to community at large about program.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____________, 2024 and end on the ______ day of __________of 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Salaries	$________
Fringe	________
Office Space (Program only)	________
Utilities	________
Communications	________
Reproduction/Printing	________
Supplies and Materials	________
Mileage	________
Audit	________
Other (Specify)	$10,000.00
Indirect Costs (Specify)	________
TOTAL	$10,000.00

For this agreement, the Subrecipient will receive a total of $10,000.00. The total amount of this funding will be put toward tuition for child participants of the Subrecipient's programming. This $10,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this

Agreement shall not exceed $10,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of tuition provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. <u>NOTICES</u>

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>	<u>Subrecipient</u>
____________________, Manager	____________________, Exec. Director
Grantee ____________________	Subrecipient ____________________
[Address] ____________________	[Address] ____________________
[City, State, ZIP] ____________________	[City, State, ZIP] ____________________
[Telephone] ____________________	[Telephone] ____________________
[Fax Number] ____________________	[Fax Number] ____________________

VI. <u>SPECIAL CONDITIONS</u>

No special conditions need to be met in addition to the requirements laid out in this agreement.

VII. <u>GENERAL CONDITIONS</u>

A. <u>General Compliance</u>

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

B. <u>"Independent Contractor"</u>

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

C. <u>Hold Harmless</u>

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

D. <u>Workers' Compensation</u>

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

E. <u>Insurance & Bonding</u>

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

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. <u>Grantee Recognition</u>

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

G. <u>Amendments</u>

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or, directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports should be submitted on at least a monthly basis.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the

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

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d. Lobbying Certification

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

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date ___________________________________

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

By____
Chief Elected Official or Executive Officer

[Subrecipient]

By_____________________________
Title _______________________________

Attest______________________________________
ASSISTANT [CITY/COUNTY] CLERK

Countersigned:________________________________
FINANCE OFFICER

By_____________________________
Title _______________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #___________________________

____

ASSISTANT [CITY/COUNTY] ATTORNEY

AFFIRMATIVE ACTION APPROVAL

____

CONTRACT COMPLIANCE SUPERVISOR

RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH HELEN R. WALTON CHILDREN'S ENRICHMENT CENTER, FOR USE OF FY23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, the FY 23 CDBG Annual Action Plan that allocated the FY23 CDBG funding in the amount of three hundred twenty thousand eight hundred thirty-one dollars ($320,831.00) was approved by City Council on November 7, 2023, and the Department of Housing and Urban Development (HUD) on January 25, 2024;

WHEREAS, the FY23 CDBG Annual Action Plan includes a public service goal of providing tuition assistance for childcare; and

WHEREAS, the Helen R. Walton Children's Enrichment Center applied to become a subrecipient of Bentonville's FY23 CDBG funds, in order to implement this goal, to provide childcare tuition assistance to low-to-moderate income families in Bentonville.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Helen R. Walton Children's Enrichment Center, in an amount not to exceed ten thousand dollars ($10,000.00), to provide childcare tuition assistance to low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY23 Community Development Block Grant (CDBG) funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of ________________, 2024.

APPROVED:

____

Stephanie Orman, Mayor

ATTEST:

____

Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Tony Davis
Phone:	479-271-3130	**For Department(s):**	Street
Email:	todavis@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-37 to Road Runner Safety Services, Inc. for a Towable Attenuator
Action Recommendation & Justification:	Resolution awarding bid IFB-24-37 in the amount of $36,250.00 for a Traffix Scorpion II Towable Attenuator Mash Trailer to Road Runner Safety Services,Inc. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This device is a pull behind crash pad that will provide safety for street personel that are working in the street. Road Runner Safety Services, Inc. was the only responsive bid received. Please see attached bid tab.
Amount for Approval:	$ 36,250.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:____________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):____________________

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**5/21/2024**	**Time of Bid Opening:**	**2:00 PM**	**Solicitation ID Number:**	**IFB-24-37**

Solicitation Title: Towable Attenuator

			Bidder:	**Road Runner Safety Services, Inc.**
Line Item	**Quantity**	**Unit of Measure**	**Description**	**Per Unit Price**
1	1	EA	Traffix Scorpion II Towable Attenuator Mash Trailer – Non-Solar (or Equivalent)	$36,250.00
			Total Bid Price	**$36,250.00**

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. ___________

A RESOLUTION AWARDING BID IFB-24-37 TO ROAD RUNNER SAFETY SERVICES, INC., FOR A TRAFFIX SCORPION II TOWABLE ATTENUATOR MASH TRAILER, FOR THE CITY OF BENTONVILLE STREET DEPARTMENT, IN THE AMOUNT OF THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS ($36,250.00); AND FOR OTHER PURPOSES.

WHEREAS, Road Runner Safety Services, Inc. was the lowest qualified bidder for bid IFB-24-37;

WHEREAS, this purchase is for a Traffix Scorpion II Towable Attenuator Mash Trailer for the City of Bentonville Street Department; and

WHEREAS, this is a budgeted item;

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Road Runner Safety Services, Inc., for the purchase of a Traffix Scorpion II Towable Attenuator Mash Trailer, for the City of Bentonville Street Department, in the amount of thirty-six thousand two hundred fifty dollars ($36,250.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Tony Davis
Phone:	479-271-3130	**For Department(s):**	Street
Email:	todavis@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-33 to Time Striping, Inc. for the 2024 Annual Striping
Action Recommendation & Justification:	Resolution to approve bid IFB-24-33 to Time Striping, Inc. for the City of Bentonville's annual street pavement markings. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This bid was awarded per the unit price, see attached bid tabulation. The term of the contract will be for an initial one year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three years. Time Striping, Inc. was the only responsive bid received. Please see bid tabulation.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:__________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):__________________

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/21/2024	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-24-33

Solicitation Title: 2024 Annual Striping

			Bidder:	Time Striping, Inc.
Line Item	**Quantity**	**Unit of Measure**	**Description**	**Unit Price**
1	1	LF	6" Yellow Thermoplastic, As Specified	$1.45
2	1	LF	6" White Thermoplastic, As Specified	$1.45
3	1	LF	12” White Thermoplastic, As Specified	$8.00
4	1	LF	24” White Thermoplastic, As Specified	$10.00
5	1	LF	4" Yellow Thermoplastic, As specified	$0.95
6	1	LF	4" White Thermoplastic, As Specified	$0.95
7	1	LF	Removal of existing 4" Thermoplastic, As Specified	$1.00
8	1	EA	Left Turn Arrows, As Specified	$175.00
9	1	EA	Right Turn Arrows, As Specified	$175.00
10	1	EA	Sharrows, As specified	$250.00
11	1	EA	School Zone, As Specified	$300.00
12	1	EA	Pedestrian, As Specified	$250.00
13	1	EA	Crossing (X-ing), As Specified	$250.00
14	1	EA	Only, As Specified	$250.00
15	1	EA	Straight/Turn Arrow Combo, As Specified	$250.00
16	1	EA	Straight Arrow, As Specified	$175.00
			Total Bid Price	**$2,098.80**

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. ___________

A RESOLUTION AWARDING BID IFB-24-33 TO TIME STRIPING, INC. FOR THE CITY OF BENTONVILLE'S ANNUAL STREET PAVEMENT STRIPING; AND FOR OTHER PURPOSES.

WHEREAS, Time Striping, Inc. was the lowest qualified bidder for bid IFB-24-33;

WHEREAS, this contract covers annual street pavement markings, per unit price, for an initial one-year term, renewable annually for a total maximum term not to exceed three years; and

WHEREAS, this is a budgeted item;

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Time Striping, Inc., for annual street pavement striping, for the City of Bentonville Street Department, at a per unit price, for a one-year term renewable for a total not to exceed three years;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Josh Stacey
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Terminate a Grant Agreement for the Bentonville Adult Recreation Center
Action Recommendation & Justification:	Resolution to terminate a grant with Bentonville Revitalization, Inc. for the remaining balance of the design work for the Bentonville Adult Recreation Center. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Bentonville Revitalization, Inc. has paid $630,142.00 for the current grant agreement and will be terminating the remaining $630,120.00. The balance will be paid through a new grant agreement with the Town Branch Foundation. The new grant agreement is on this agenda for City Council approval. The terms of the grant agreement are not changing.
Amount for Approval:	$ 0

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):________________

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Josh Stacey, Parks and Recreation Deputy Director

Date: May 29, 2024

Re: A resolution terminating and accepting a grant for the Bentonville Adult Recreation Center.

On March 28, 2023, City Council approved a grant from Bentonville Revitalization, Inc. (BRI) in the amount of $1,260,262.00 for the design of the Bentonville Adult Recreation Center. To date, BRI has paid $630,142.00 of the grant funds allocated to the City for this project. Recently, BRI has requested to terminate the existing agreement and allow for the remaining balance of $630,120.00 to be paid by another grantee, the Town Branch Foundation.

"The Town Branch Foundation was established by members of the Walton Family to strengthen the quality of life in communities where they have lived and worked. The Foundation supports programs that improve access to quality K-12 education options, arts and cultural amenities, outdoor recreation experiences and other programs of interest."

This request is only to complete the payments due for the design of the Bentonville Adult Recreation Center. The design is almost complete, and Council can expect a request for approval for additional grant funding and the construction of the facility in the next 90 days.

If you have questions concerning this item, please email me at jstacey@bentonvillear.com or call 479.418.8653.

Attachments:
Executed BRI Grant
BRI Grant Termination Letter
Town Branch Foundation Grant Agreement

May xx, 2024

Stephanie Orman
Mayor
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Termination of Grant

Dear Mayor Orman,

Bentonville Revitalization, Inc. ("BRI") issued a grant in the amount of up to $1,260,262 to the City of Bentonville ("Grantee") on March 28, 2023, to complete design work for a new Adult Wellness Center for the City of Bentonville. This letter reflects our mutual desire to terminate the grant on the following terms:

- BRI and Grantee hereby terminate the grant as of the date of this letter.
- Grantee acknowledges that payments totaling $630,120 remain unpaid by BRI with respect to this grant and agrees that Grantee will not receive this amount from BRI, and BRI will have no obligation to pay this amount following execution of this letter.
- The termination of this grant in no way reflects poorly on the Grantee or its standing with BRI.

<u>Accounting of grant funds</u>: Grantee has represented to BRI that grant funds have been expended as follows:

Amount	Description	Date
$630,142	Initial grant installment	Paid on or about April 1, 2023 Grantee has reported funds were fully expended.
Up to $570,120	Not received by Grantee	Not received or expended
Up to $60,000	Not received by Grantee	Not received or expended

[Remainder of page intentionally left blank. Signature page follows.]

By signing this letter where indicated below, Grantee agrees to the terms set forth above. Except as amended by the terms of this letter, all other provisions of the grant agreement signed by Grantee and BRI regarding the grant remain binding according to their terms. A copy of this letter, once signed, will be emailed to the Grantee through DocuSign.

Sincerely,

David Short
President

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

Grant Agreement

March 28, 2023

Dear Mayor Orman,

Bentonville Revitalization, Inc. ("Bentonville Revitalization") has approved a grant in the amount of up to $1,260,262 to the City of Bentonville ("Grantee"). The project term will be April 1, 2023 to March 1, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete design work for a new Adult Wellness Center for the City of Bentonville. This grant is more fully described in Grantee's project schedule dated, November 8, 2022. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by Bentonville Revitalization in writing.

2. **Amount: up to $1,260,262.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$630,142	Signed Grant Agreement	April 1, 2023
2	Up to $570,120	Approval of Progress Report and receipt of completed design development documents and updated financial report of expenditures to date	On or around August 1, 2023
3	Up to $60,000 based on actual costs	Upon receipt of: • completed construction development, • permitting and bid for construction documents • actual costs as evidenced by receipts • facility operations plan	On or around March 1, 2024

3. **Payable:** Initial installment of $630,142 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon Bentonville Revitalization's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information Bentonville Revitalization may gather.

4. **Accounting:**
   a. Bentonville Revitalization encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by Bentonville Revitalization during normal business hours as Bentonville Revitalization may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide Bentonville Revitalization with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Schematic Design and Interim Financial and Narrative Report	October 1, 2023
Development Drawings Interim Financial and Narrative Report	December 1, 2023
Final Construction Documents, Written Plan for Facility Operations, and Final Financial and Narrative	February 1, 2024

All reports will be submitted electronically to Mike Brown and should reference Adult Wellness Center on all communication.

Grantee payments are always contingent upon Bentonville Revitalization's approval of Grantee's operations based on the above reports and the Bentonville Revitalization's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to Bentonville Revitalization that:
    a. Grantee is a governmental unit.
    b. Grantee will comply with all applicable laws and regulations.

7. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless Bentonville Revitalization and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by Bentonville Revitalization's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend Bentonville Revitalization as provided hereunder.

8. **Repayment, Rescission, and/or Termination:** Bentonville Revitalization, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:

a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
c. There is a material change in Grantee's key personnel that in the sole opinion of the Bentonville Revitalization adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. Bentonville Revitalization determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. Bentonville Revitalization becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which Bentonville Revitalization believes pose a reputational risk to the Bentonville Revitalization, and for which Bentonville Revitalization determines Grantee has not taken immediate and effective remedial measures;
g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and Bentonville Revitalization, in its sole discretion, determines such investigation or allegation to be credible; or
h. Bentonville Revitalization determines that making any payment, in the judgment of Bentonville Revitalization, might expose Bentonville Revitalization to liability or adverse tax consequences.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. Bentonville Revitalization expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of Bentonville Revitalization's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by Bentonville Revitalization contact listed in the Contact paragraph of this document. Publicizing the grant and Bentonville Revitalization in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Bentonville Revitalization,Inc."

   Bentonville Revitalization may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Bentonville Revitalization communications including Bentonville Revitalization's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide Bentonville Revitalization with such items upon Bentonville Revitalization's reasonable request and hereby grants to Bentonville Revitalization and anyone acting under the authority of Bentonville Revitalization a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with Bentonville Revitalization's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for Bentonville Revitalization to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by Bentonville Revitalization of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** Bentonville Revitalization desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish Bentonville Revitalization or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact Bentonville Revitalization by email at mbrown@weimail.com. Please reference Adult Wellness Center in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by May 31, 2023, Bentonville Revitalization will consider the Grantee to have declined the grant.

Bentonville Revitalization, Inc.

By [redacted]

David Short
President

By: [redacted]

Nancy Leake
Secretary

City of Bentonville

By: [redacted]

Mayor Stephanie Orman

cc: David Wright

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE A GRANT AGREEMENT, WITH BENTONVILLE REVITALIZATION, INC., FOR THE REMAINING BALANCE OF SIX HUNDRED THIRTY THOUSAND ONE HUNDRED TWENTY DOLLARS ($630,120.00); AND FOR OTHER PURPOSES.

WHEREAS, on March 28, 2023, City Council approved a grant from Bentonville Revitalization, Inc. in the amount of one million two hundred sixty thousand two hundred sixty-two dollars ($1,260,262.00) for the design of the Bentonville Adult Recreation Center;

WHEREAS, Bentonville Revitalization Inc. has paid six hundred thirty thousand one hundred forty-two dollars ($630,142.00); and

WHEREAS, the balance of six hundred thirty thousand one hundred twenty dollars ($630,120.00) will be paid through a new grant agreement with the Town Branch Foundation.

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

Section 1: The Mayor and City Clerk are hereby authorized to terminate the grant agreement with the Bentonville Revitalization, Inc. for the remaining balance of six hundred thirty thousand one hundred twenty dollars ($630,120.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this __________ day of ________________________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Josh Stacey
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Enter into a Grant Agreement for the Bentonville Adult Recreation Center
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into a grant agreement with the Town Branch Foundation in the amount of $630,120.00 for the design of the Bentonville Adult Recreation Center. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment was originally approved for the previous grant agreement. With the original grant termination, this grant agreement picks up the remaining amount of the terminated grant.
Amount for Approval:	$ 630,120.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):

Budget Impact Notes for Consideration (Optional):

Town Branch Foundation
P.O. Box 2030
Bentonville, AR 72712

May xx, 2024

Stephanie Orman
Mayor
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant TB00001136

Dear Mayor Orman,

It is my pleasure to inform you that the Town Branch Foundation (“Foundation”) has approved a grant in the amount of **up to** $630,120.00 to the City of Bentonville (“Grantee”). This grant is subject to the terms attached.

The grant funds are to complete design work for a new Adult Recreation Center for the City of Bentonville.

Payments: Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	Up to $570,120	Upon the Foundation's receipt and approval of the progress report due June 1, 2024. The report shall include completed design development documents and an updated financial report of expenditures to date.	June 30, 2024
1	Up to $60,000 based on actual costs	Upon the Foundation's receipt and approval of the progress report due September 1, 2024. Report shall include: • completed construction development, • permitting and bid for construction documents • actual costs as evidenced by receipts • facility operations plan	September 30, 2024

Reporting: Please provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant.

Report Type	Due Date
Developmet Drawings and Interim Financial and Narrative Report	June 1, 2024
Final Construction Documents, Written Plan for Facility Operations, and Final Financial and Narrative Report	September 1, 2024

For all communications regarding this grant, your point of contact at the Foundation will be Becca Hazlewood, Senior Program Officer. Becca can be contacted via phone (479) 464-1574 or email becca@wffmail.com. Please reference Grant TB00001136 in your communication.

Sincerely,

Marc Holley
Executive Director

cc: David Wright

GRANT TERMS

By accepting a grant from the Town Branch Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status.** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.
2. **Accounting.** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.
3. **Restrictions on Grant Use.** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:
    a. to lobby for or against, or otherwise to attempt to influence, government legislation;
    b. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
    c. to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **Anti-Discrimination**: It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
5. **Gratuities.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
6. **Grant Publicity.** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity is approved by the Foundation. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by

Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Town Branch Foundation."

7. **Repayment.** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes.
8. **Additional Information.** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT, WITH THE TOWN BRANCH FOUNDATION, IN THE AMOUNT OF SIX HUNDRED THIRTY THOUSAND ONE HUNDRED TWENTY DOLLARS ($630,120.00), FOR THE DESIGN OF THE BENTONVILLE ADULT RECREATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive a grant in the amount of six hundred thirty thousand one hundred twenty dollars ($630,120.00) for the design of the Bentonville Adult Recreation Center;

WHEREAS, this grant agreement covers the remainder of the terminated grant agreement from Bentonville Revitalization, Inc. and

WHEREAS, a budget adjustment has been approved through a previous agreement.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Town Branch Foundation, in which the City will receive six hundred thirty thousand one hundred twenty dollars ($630,120.00) in grant funds for the design of the Bentonville Adult Recreation Center;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _______ day of ____________________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Josh Stacey
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [x] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Approve a Budget Adjustment for the Bentonville Bat Art Piece
Action Recommendation & Justification:	Resolution to approve a budget adjustment of $19,810.00 for the purchase of the Bentonville Bat art piece at Phillips Park. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The $19,810.00 is being paid for by the donated funds given to the City from Bentonville Youth Baseball. Bentonville Youth Baseball has donated a total of $30,343.32 to the City for use for this art project and other site improvements at Phillips Park. These funds are being held in the Parks Escrow account. The remaining balance will be used either later this year or in early 2025
Amount for Approval:	$ 19,810.00

Budget Impact

Is this Item Budgeted? [ ] YES [x] NO [ ] ITEM HAS NO COST [x] OTHER: Donated Funds

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-37010	Miscellaneous Donation	$	$ 19,810.00
105030-47390	Improv Other than Bldg/ Other	$ 19,810.00	$
		$	$
		$	$

Fund(s) Impacted (check all that apply): [x] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s): ____

Budget Impact Notes for Consideration (Optional):

PUBLIC ART AGREEMENT
Bentonville Bat by Jim Collins

AGREEMENT

THE AGREEMENT IS ENTERED INTO THIS May 19, 2024 | 10:05 AM CDT (DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS** (HEREINAFTER THE "CITY") AND **JIM COLLINS** (HEREINAFTER "ARTIST") FOR PURCHASE AND PERMANENT OUTDOOR INSTALLATION OF **"BENTONVILLE BAT"** (HEREINAFTER "ARTWORK") ON PUBLIC PROPERTY AT PHILLIPS PARK (HEREINAFTER "DISPLAY SITE").

WHEREAS, the Public Art Advisory Committee issued a call for proposals for artwork; and,

WHEREAS, artist Jim Collins submitted a proposal for artwork titled "Bentonville Bat" in response to this call for proposals; and,

WHEREAS, the Public Art Advisory Committee and the Bentonville Youth Baseball Board recommended "Bentonville Bat" for installation on public property in Phillips Park; and City Council approved this recommendation on May 14, 2024.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the City and Artist agree as follows:

1. **Deliverables**. The Artist agrees to design, create, and fabricate the Artwork as described in the submitted proposal and in Exhibit A attached hereto.
2. **Installation**. The Artist agrees to transport and install the Artwork as described and shown in the attached Exhibit A. The Artist shall provide the City with a written description of how the Artwork will be installed, including a detailed statement addressing any preparatory work which must be performed by the Artist or City to prepare the site, and timeline of fabrication, transportation, and installation. The City will cooperate with the Artist in the preparation of the Display Site prior to installation.

   The installation of the Artwork shall occur after the date of this Agreement and be completed by **February 1, 2025**.
3. **Compensation**. The City shall pay to the Artist for purchase and installation of the Artwork as provided in this Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **Nineteen Thousand Eight Hundred Ten Dollars ($19,810.00)**. This amount shall constitute full and complete compensation for the Artist's Work and Artwork. The Artist shall be solely responsible for all expenses necessary for design and fabrication, including any cost overruns. Payments shall be made to the Artist upon his or her submission of detailed invoice to the City, according to the following schedule:
   a. Upon execution of this Agreement, the City shall pay the Artist an amount not to exceed **Nine Thousand Nine Hundred Five Dollars ($9,905.00)**, fifty percent (50%) of the total agreement amount;
   b. Upon installation and final acceptance by the City, the City shall pay the Artist the remainder, in an amount not to exceed **Nine Thousand Nine Hundred Five Dollars ($9,905.00)**, fifty percent (50%) of the total agreement amount.
4. **Maintenance.** Upon installation and final acceptance by the City, at all times the maintenance of the Artwork shall be the sole responsibility of the City. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the City.
5. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost,

stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE MAY HAVE WITH REGARD TO LOST, STOLEN OR DAMAGED ARTWORK, RELATED MATERIALS, EQUIPMENT, OR ANY OTHER ITEMS ASSOCIATED OR USED IN CONJUNCTION WITH THE ARTWORK OR DISPLAY SITE.**

6. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees, and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees, or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork and that the Artist bears the risk of any loss or damage to the Artwork. The insurance policy procured shall name the City as an additional insured party and shall require a thirty-day cancellation notice until the City has issued a notice of final acceptance of the Artwork.

7. **Photographic Rights**. Artist hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping, and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.

8. **Termination/Waiver of Damages**. This Agreement may be terminated for any reason upon five (5) days notice to the other party. Should the City terminate this Agreement, **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO THE CITY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY ACTUAL AND CONSEQUENTIAL DAMAGES.**

9. **Indemnification. ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND EMPLOYEES.** This Paragraph shall survive the termination of this Agreement.

10. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

11. **Default.** In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:

    a. To immediately terminate this Agreement without any liability to the City as previously provided herein; or

    b. To require the immediate cessation of the set-up, operation, or removal of the Artwork.

DocuSign Envelope ID: 1F7C2475-DA88-448F-9DB2-EAA0AD18E5D4

12. Miscellaneous Provisions.

a. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

b. **Assignment.** This Agreement is not assignable without the prior written consent of the City.

c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing the same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: Jim Collins
440 Alexian Way, #46
Signal Mountain, TN 37377
432-322-1247
jim@collins3d.com

If to City, to: Shelli Kerr, AICP
305 SW A Street
Bentonville, AR 72712
479-271-6822
skerr@bentonvillear.com

d. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

e. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

f. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as allowed herein.

h. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

AR[redacted]	**CITY OF**	**APPROVED AS TO**
	E [redacted]	**F** [redacted]
Jim Collins, Artist	Stephanie Orman, Mayor City of Bentonville	Bonnie Bridges, Bentonville Staff Attorney
5/16/24	May 19, 2024 | 10:05 AM CDT	May 17, 2024 | 11:22 AM CDT
Date	Date	Date

PUBLIC ART AGREEMENT
EXHIBIT A

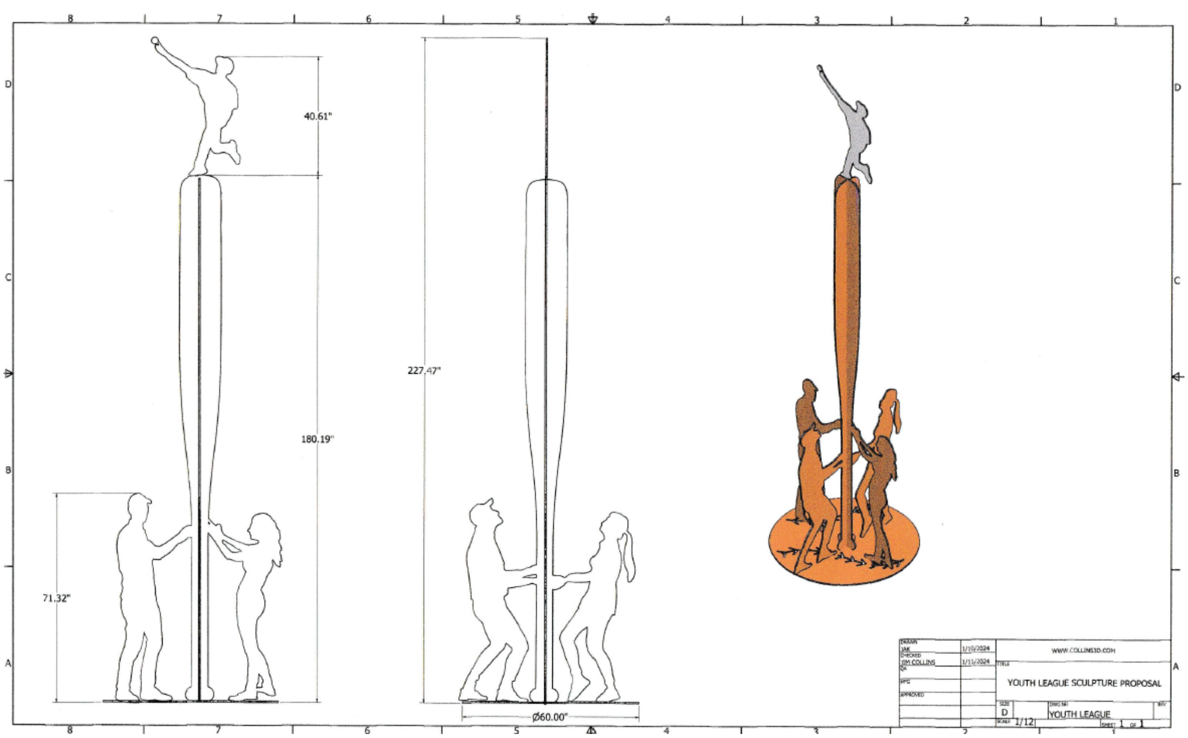
Title	***Bentonville Bat***
Artist	**Jim Collins**
Medium	**CorTen and Stainless Steel**
Height	**18’**
Width & Depth	**60” x 60”**
Display Site	**Phillips Park**

Description

The sculpture presents the youth league as the star of the sport. Interacting with the one piece of equipment that defines the game. The ball. He represents all members of a team who are active during the game. The bat is a symbol used as a plinth making the sculpture a landmark/wayfinding feature for the park. At the base of the bat is presented the support team: coaches, parents, and supporters.

Construction will be of laser-cut, CorTen steel for the bat, figures and base all anchor bolted to a concrete foundation. The player will be fabricated of stainless steel. Using these materials ensures that the sculpture is maintenance-free for many, many years of safe commemoration to this lasting sport.

The sculpture will be anchor bolted to a circular concrete foundation.



RESOLUTION NO. _______________

A RESOLUTION AMENDING THE 2024 BUDGET TO APPROPRIATE NINETEEN THOUSAND EIGHT HUNDRED TEN DOLLARS ($19,810.00) FROM ACCOUNT #105030-37010 - MISCELLANEOUS DONATIONS INTO ACCOUNT #105030-47390 - IMPROVEMENTS OTHER THAN BUILDING, TO FUND THE BENTONVILLE BAT ART PIECE AT PHILLIPS PARK; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Youth Baseball has donated a total of thirty thousand three hundred forty-three dollars and thirty-two cents ($30,343.32) for the City of Bentonville Parks Department to use for art projects and other site improvements at Phillips Park;

WHEREAS, the purchase of the Bentonville Bat Art Piece will be funded by these donated monies in the amount of nineteen thousand eight hundred ten dollars ($19,810.00); and

WHEREAS, a budget adjustment is being requested to appropriate said funds.

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

Section 1: The 2024 Budget is hereby adjusted to appropriate nineteen thousand eight hundred ten dollars ($19,810.00) from Account #105030-37010 - Miscellaneous Donations into Account #105030-47390 – Improvement Other than Building, for the purchase of the Bentonville Bat Art Piece at Phillips Park;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this __________ day of ________________________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	David Wright
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

- ☐ Informational
- ☐ Bid Award
- ☐ Enter into an Agreement
- ☑ Change Order
- ☐ Recognizing Funds
- ☐ Budget Adjustment
- ☐ Waiver of Bid
- ☐ Emergency Clause
- ☐ Ordinance
- ☑ Resolution
- ☐ Informational

Title, Recommendation & Justification

Title:	Resolution approving a Contract Amendment for Dave Peel Park/Quilt of Parks Project
Action Recommendation & Justification:	Resolution for approval of an Extra Work Authorization with Design Workshop, in the amount of $236,250.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is for additional design services for Dave Peel Park / Quilt of Parks Project. This will be funded by interest earned on the 2021 Parks Bond. The original contract with Design Workshop was entered into upon recommendation of the steering committee that toured mulitple cities vetting firms.
Amount for Approval:	$ 236,250.00

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:__________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☑ Other(s): Parks Bond

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: June 11, 2024

Re: City Council approval EWA for additional design services for Dave Peel Park / Quilt of Parks Project.

Parks and Recreation Staff requests City Council's approval for an Extra Work Authorization, in the amount of $236,250 for Dave Peel Park design and bidding. When we signed the current agreement with Design Workshop, this project had a $6MM budget. As the project has morphed over the past several years, we have added additional features and amenities. Restrooms, public art, additional plaza space, trash dumpster enclosures and other modifications have been added during this time. At the conclusion of the last pricing exercise, we realized we needed to raise additional funding for this project.

We approached the Walton Family Foundation about assistance with helping with this project. The Foundation awarded the City of Bentonville $3.5MM, with the City agreeing to match with the balance of $500,000. This gave our team the $10MM needed for construction and allows us to continue to plan the park space with a 100% design.

The additional amenities place a burden on Design Workshop and their subcontractors. Because of the additional features and amenities, our design team has requested a change order to accommodate their additional time and resources for the project. Subs such as architecture, civil and mechanical are all affected with this budget increase. For several months, our team has met for with Design Workshop reviewing these increases. We agree this is the appropriate path to move forward and bring us to bidding and construction.

If council approves this request this evening, our team will proceed with the completion of construction documents for bidding. We hope to bid this project in late fall of this year.

If you have questions concerning this item, please email me at dwright@bentonvillear.com or call 479.271.6813.

Attachments:
Design Workshop Contract Amendment

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

812 San Antonio Street
Suite 401
Austin, Texas 78701
512.499.0222
512.499.0229 fax
designworkshop.com

December 11th, 2023

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: 6331 A Street
Add Service Number: 005

Dear David:

This letter is a request for approval to complete Additional Services associated with Dave Peel Park and The Commons Park Street located in Bentonville, AR. As a result of the schematic design process, it was determined that the design team should move forward with full documentation of the schematic plan. The total expected construction cost estimated as part of the original contract was $5,000,000 to $5,500,000. The new cost based on the schematic design provided by Flintco is $10,000,000. The plan has evolved significantly from the original scoped design and includes new architectural and landscape features that will need to be detailed and documented and coordinated through multiple consultants.

Additionally, Design Workshop provided an additional service request in January 2022 for additional fees associated with the completion of two separate schematic designs related to studying flipping the programming of Dave Peel Park and The Commons. As discussed previously, the flip turned into a more complicated dialogue between community and council and resulted in an extended timeframe and schedule. The extended schedule resulted in additional conceptualized and rendered design iterations and additional updated 3-D models. As part of the process, Design Workshop ended up needing to provide two separate schematic designs for each park as well as a website for the community to provide feedback on the preferred option. The total fee for that request was $28,750, which is included in the below total.

By signing this letter, you are authorizing Design Workshop, Inc. to add an additional fee of $236,250 to the project fee total, which includes the previously requested add service as described above. This fee will be spread out between design development, construction documentation, bidding, and permitting and will include all consultant team members. This total includes any reimbursable expenses associated with the design addition.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein.

Please feel free to call if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.

[redacted]

Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: ______________________________ Date: ______________________

Title: ______________________________

RESOLUTION NO. _______________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH DESIGN WORKSHOP FOR ADDITIONAL DESIGN SERVICES FOR THE DAVE PEEL PARK / QUILT OF PARKS PROJECT, IN THE AMOUNT OF TWO HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS ($236,250.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval of a contract amendment with Design Workshop for additional design services for the Dave Peel Park / Quilt of Parks Project;

WHEREAS, this amendment increases the original contract price by two hundred thirty-six thousand two hundred fifty dollars ($236,250.00);

WHEREAS, the additional design work is necessary to fully execute the needed features and amenities; and

WHEREAS, this will be paid with bond monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Design Workshop, for additional design services for the Dave Peel Park / Quilt of Parks Project, in the additional amount of two hundred thirty-six thousand two hundred fifty dollars ($236,250.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of ________________, 2024.

APPROVED:

____

STEPHANIE ORMAN, MAYOR

ATTEST:

____

MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	David Wright
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [x] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution Approving a Contract Amendment for the A Street Promenade
Action Recommendation & Justification:	Resolution to approve a Change Order, in amount of $17,000.00, to Design Workshop for additional design and construction observation for the A Street Promenade. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract with Design Workshop was entered into upon recommendation of the steering committee that toured multiple cities vetting firms. This change order allows for the design to be adapted avoiding damage to large, established trees. This will be funded by a design grant from the Walton Family Foundation.
Amount for Approval:	$ 17,000.00

Budget Impact

Is this Item Budgeted? [ ] YES [x] NO [ ] ITEM HAS NO COST [x] OTHER: Grant Funds

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s): ____

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: June 11, 2024

Re: City Council approval of a Change Order, in the amount of $17,000, for additional design and construction observation on A Street Promenade / Lawrence Plaza.

Parks and Recreation Staff requests City Council's approval for change order, in the amount of $17,000.00, for additional design and construction administration for the A Street Promenade around Lawrence Plaza.

Once the project began, our team realized that the original survey placed large canopy trees in incorrect locations. Our team, not wanting to cause any damage to these large trees, requested the design and construction team to adapt the design to the actual conditions. This process required updates for utilities, grading, site materials, site walls, lighting and plantings.

Additionally, Parks Staff expressed concerns about how the new materials tied into the concrete around the splash park at Lawrence Plaza. Based on ice rink operations, we requested a small design change to allow for more concrete in this area. This allows our maintenance equipment to better access the ice during the skating season.

These changes were able to be absorbed in the construction contract at no additional costs. However, the work required of the Design Team did come with an additional cost. This fee of $17,000.00 will be paid for via the design grant from the Walton Family Foundation.

If you have questions concerning this item, please email me at dwright@bentonvillear.com or call 479.271.6813.

Attachments:
Design Workshop Contract Amendment

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

November 10th, 2023

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712
.
Additional Services for: A-Street Promenade: 6331
Add Service No. 04 – Construction Observation: Lawrence Plaza Site Plan Adjustments

Dear David,

Additional Services for: Lawrence Plaza site plan adjustments and documentation changes associated with updated tree survey and retaining portions of concrete around the existing splash pad.

This letter is a request for approval to bill for previously completed and on-going additional services associated with the A Street Promenade in Bentonville, Arkansas.

During the construction process, it was determined that previously completed surveys placed large canopy trees in the incorrect location. This resulted in the design team needing to redesign Lawrence Plaza to save the trees. The process required updates to documentation for utilities, grading, site materials, site walls, lighting and planting.

Additionally, in discussion with the general contractor, it was determined by the client to retain the portion of concrete adjacent to the splash pad. The design assumed a new concrete pour for this entire area. This resulted in the design team needing to redesign portions of Lawrence Plaza adjacent to the splash pad to make sure the concrete has a clear saw cut edge and to confirm that new materials do not conflict with the existing concrete. Along with design time, the process requires updates to documentation for site materials, site walls, planting, and grading.

As a result, we are requesting approval of this additional service request due to the conditions mentioned above.

By signing this letter, you are authorizing Design Workshop, Inc. and our sub-consultants (at the direction of DW) to commence services immediately for a **fee of $17,000.**

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Total Construction Observation Add Service Amount:	$235,500
Additional Service Request 004	$17,000
New Total for CO	$252,000

Should you have any questions, please do not hesitate to call me at 985-630-0312.

Sincerely,
DESIGN WORKSHOP, INC.

[redacted]

Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: ______________________________ Date: ______________________

Title: ______________________________

RESOLUTION NO. _______________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH DESIGN WORKSHOP FOR ADDITIONAL DESIGN AND CONSTRUCTION OBSERVATION FOR THE "A" STREET PROMENADE PROJECT, IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS ($17,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval of a contract amendment with Design Workshop for additional design and construction observation for the A Street Promenade Project;

WHEREAS, this change order allows for design to accommodate established, mature trees; and

WHEREAS, this amendment will be in the amount of seventeen thousand dollars ($17,000.00) and funded by Grant Funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Design Workshop, for additional design and construction observation for the A Street Promenade Project, in an amount not to exceed seventeen thousand dollars ($17,000.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of ________________, 2024.

APPROVED:

____
STEPHANIE ORMAN, MAYOR

ATTEST:

____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Justin Scantlin
Phone:	479-271-5927	**For Department(s):**	Fire Department (for City-Wide use)
Email:	Jscantlin@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC
Action Recommendation & Justification:	Resolution to award IFB-24-25 Re-Bid to Advantage Security Technologies, LLC for City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Contract will be available for city-wide use based on each Department's budget for this service. The term of the contract will be for an initial one year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three years. This was the lowest Bid received. This is a unit price contract.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/21/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-25 Re-Bid

Solicitation Title: City Wide Routine Fire Alarm, Sprinkler System, Fire Extinguisher and Vent Hood Inspections, and Fire Alarm Monitoring

			Bidders:	**Advantage Security Technologies**	**Dunk Fire & Safety**	**VSC Fire & Security**
Line Item	**Quantity**	**Frequency of Service**	**Description**	**Unit Price**	**Unit Price**	**Unit Price**
1	1 Service	Once per year	5# Extinguisher Inspection	$4.00	**During bid evaluation, Purchasing discovered that Dunk Fire & Safety did not use the amended bid packet that was included in Addendum 1. Failure to submit a bid using the amended bid packet has resulted in the rejection of Dunk Fire & Safety's Bid Submission.**	**During the bid opening it was apparent that VSC Fire & Security's bid was not signed. After further review, VSC Fire & Security's Bid Submission has been rejected due to the bid not being signed.**
2	1 Service	Every 6 years	5# Extinguisher 6 Year Hydrostatic Test	$21.50		
3	1 Service	Once per year	10# Extinguisher Inspection	$4.00		
4	1 Service	Every 6 years	10# Extinguisher 6 Year Hydrostatic Test	$45.00		
5	1 Service	Once per year	K-Extinguisher Inspection	$4.50		
6	1 Service	Once per year	30# Class D Metal-X Inspection	$4.50		
7	1 Service	Every 6 years	30# Class D Metal-X 6 Year Hydrostatic Test	$45.00		
8	1 Service	Once per year	Miscellaneous Fire Extinguishers Inspections (not listed herein)	$4.00		
9	1 Service	Every 6 months	Ansul Suppression Inspection (performed twice per year)	$80.00		
10	1 Service	Every 6 months	Guardian Suppression Inspection (performed twice per year)	$80.00		
11	1 Service	Continuous	Fire Alarm Monitoring (Invoiced once per year)	$600.00		
12	1 Service	Once per year	Fire Alarm Inspection	$300.00		
13	1 Service	Once per year	Sprinkler System Inspection	$422.00		
14	1 Service	Once per year	Backflow Testing	$70.00		
15	1 Service	Not Applicable	Service Charge (One (1) charge per facility per day)	$0.00		
16	1 Hour	Not Applicable	Hourly rate for non-routine/major component failure repair work	$85.00		
			Total Bid Price	**$1,684.50**	**$0.00**	**$0.00**

Line item 16 is not included in the total bid price. Total Bid Price is the Sum of Lines 1-15. During bid evaluation it became apparent that the line item numbers on the bid form were not correct. Purchasing has corrected this during bid evaluation.

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. ___________

A RESOLUTION AWARDING BID IFB-24-25 TO ADVANTAGE SECURITY TECHNOLOGIES, LLC. FOR THE CITY-WIDE ROUTINE FIRE ALARM, SPRINKLER SYSTEM, FIRE EXTINGUISHER AND VENT HOOD INSPECTIONS, AND FIRE ALARM MONITORING; AND FOR OTHER PURPOSES.

WHEREAS, Advantage Security Technologies, LLC. was the lowest qualified bidder for bid IFB-24-25;

WHEREAS, this contract covers routine fire alarm, sprinkler system, fire extinguisher and vent hood inspections, and fire alarm monitoring, available for city-wide use based on each departments budget for this service at unit pricing;

WHEREAS, the term of the contact will be for an initial one-year term, renewable annually upon mutual written agreement via amendment for a total maximum term not to exceed three years; and

WHEREAS, this is a budgeted item;

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Advantage Security Technologies, LLC., for city-wide routine fire alarm, sprinkler system, fire extinguisher and vent hood inspections, and fire alarm monitoring, at a per unit price, for a one-year term renewable for a total not to exceed three years;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

- ☐ Informational
- ☑ Bid Award
- ☐ Enter into an Agreement
- ☐ Change Order
- ☐ Recognizing Funds
- ☑ Budget Adjustment
- ☐ Waiver of Bid
- ☐ Emergency Clause
- ☐ Ordinance
- ☑ Resolution
- ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services
Action Recommendation & Justification:	Resolution to award bid IFB-24-44 Emergency Debris Removal and Disaster Recovery Services to Looks Great Services of MS, Inc. per the unit prices attached, in an amount not to exceed $7,096,600,00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Looks Great Services of MS, Inc. is the low, responsive bidder. This contract covers debris removal from damage left by the May 26, 2024, tornado and severe storm event on a per unit price, not to exceed the total bid amount. Debris removal will be managed by the City's grant management consultant, Thompson Consulting, Inc., per the contract approved at the June 3, 2024, City Council meeting.
Amount for Approval:	$ 6,796,600.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101010-43710	Contracts	$ 6,796,600.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply): ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

$300,000.00 is left of the budget adjustment from the June 3, 2024 CC meeting. Only $6,796,600.00 needs to now be adjusted.

BID TABULATION
IFB-24-44 Emergency Debris Removal and Disaster Recovery Services
City of Bentonville, Arkansas
Bids Received Monday, June 10, 2024 at 1:00 PM

IFB-24-44 Emergency Debris Removal and Disaster Recovery Services					Crowder Gulf		DRC Emergency Services		Looks Great Services		CTC Disaster Response		White Rock Masonry, LLC		TRS Enterprises, Inc.	
Item No.	Description	Additional Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	150,000	$ 7.40	$ 1,110,000.00	$ 6.95	$ 1,042,500.00	$ 12.45	$ 1,867,500.00	$ 5.60	$ 840,000.00	$ 8.50	$ 1,275,000.00	$ 6.25	$ 937,500.00
2	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS		CY	15,000	$ 7.40	$ 111,000.00	$ 6.95	$ 104,250.00	$ 12.45	$ 186,750.00	$ 5.60	$ 84,000.00	$ 7.43	$ 111,450.00	$ 7.25	$ 108,750.00
2A	REMOVAL OF C&D DEBRIS FROM ROW AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY the City, tipping fees will be a pass through cost to the City.(NON DMS OPTION)		CY	15,000	$ 11.00	$ 165,000.00	$ 7.28	$ 109,200.00	$ 14.45	$ 216,750.00	$ 5.60	$ 84,000.00	$ 8.49	$ 127,350.00	$ 7.75	$ 116,250.00
3	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM PARKS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	50,000	$ 18.00	$ 900,000.00	$ 6.95	$ 347,500.00	$ 12.45	$ 622,500.00	$ 5.60	$ 280,000.00	$ 20.00	$ 1,000,000.00	$ 6.75	$ 337,500.00
4	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM RECREATIONAL TRAILS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL.		CY	25,000	$ 34.00	$ 850,000.00	$ 6.95	$ 173,750.00	$ 12.45	$ 311,250.00	$ 7.95	$ 198,750.00	$ 20.00	$ 500,000.00	$ 7.50	$ 187,500.00
5	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY GRINDING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	225,000	$ 3.90	$ 877,500.00	$ 3.62	$ 814,500.00	$ 2.00	$ 450,000.00	$ 2.95	$ 663,750.00	$ 3.94	$ 886,500.00	$ 3.75	$ 843,750.00
6	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY AIR CURTAIN BURNING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	225,000	$ 2.90	$ 652,500.00	$ 2.22	$ 499,500.00	$ 1.50	$ 337,500.00	$ 1.60	$ 360,000.00	$ 1.53	$ 344,250.00	$ 2.75	$ 618,750.00
7	DMS SITE MANAGEMENT AND REDUCTION OF C&D DEBRIS BY GRINDING OR MECHANICAL COMPACTION, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	15,000	$ 3.90	$ 58,500.00	$ 1.42	$ 21,300.00	$ 1.50	$ 22,500.00	$ 0.01	$ 150.00	$ 5.00	$ 75,000.00	$ 1.50	$ 22,500.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	11,250	$ 4.00	$ 45,000.00	$ 3.65	$ 41,062.50	$ 6.00	$ 67,500.00	$ 4.00	$ 45,000.00	$ 4.65	$ 52,312.50	$ 4.50	$ 50,625.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	22,500	$ 5.00	$ 112,500.00	$ 5.25	$ 118,125.00	$ 7.00	$ 157,500.00	$ 4.00	$ 90,000.00	$ 5.48	$ 123,300.00	$ 4.75	$ 106,875.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	22,500	$ 6.00	$ 135,000.00	$ 6.50	$ 146,250.00	$ 8.00	$ 180,000.00	$ 4.00	$ 90,000.00	$ 6.57	$ 147,825.00	$ 5.00	$ 112,500.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	4,500	$ 5.00	$ 22,500.00	$ 3.65	$ 16,425.00	$ 9.00	$ 40,500.00	$ 5.00	$ 22,500.00	$ 21.90	$ 98,550.00	$ 4.50	$ 20,250.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	9,000	$ 6.00	$ 54,000.00	$ 5.25	$ 47,250.00	$ 10.00	$ 90,000.00	$ 5.00	$ 45,000.00	$ (10.00)	$ (90,000.00)	$ 4.75	$ 42,750.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	9,000	$ 7.00	$ 63,000.00	$ 6.50	$ 58,500.00	$ 11.00	$ 99,000.00	$ 5.00	$ 45,000.00	$ (10.00)	$ (90,000.00)	$ 5.00	$ 45,000.00
9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	2,100	$ 4.50	$ 9,450.00	$ 3.65	$ 7,665.00	$ 7.00	$ 14,700.00	$ 4.00	$ 8,400.00	$ 5.75	$ 12,075.00	$ 4.50	$ 9,450.00

9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	30 - 60 Miles	CY	4,200	$ 5.50	$ 23,100.00	$ 5.25	$ 22,050.00	$ 8.00	$ 33,600.00	$ 4.00	$ 16,800.00	$ 6.57	$ 27,594.00	$ 4.75	$ 19,950.00
9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	Greater than 60 Miles	CY	4,200	$ 7.00	$ 29,400.00	$ 6.50	$ 27,300.00	$ 9.00	$ 37,800.00	$ 4.00	$ 16,800.00	$ 7.67	$ 32,214.00	$ 5.00	$ 21,000.00
10A	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs 2” or greater in diameter as directed by the City and place them on ROW.		Tree	10,000	$ 50.00	$ 500,000.00	$ 74.50	$ 745,000.00	$ 30.00	$ 300,000.00	$ 65.00	$ 650,000.00	$ 85.41	$ 854,100.00	$ 88.00	$ 880,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,000	$ 75.00	$ 75,000.00	$ 120.00	$ 120,000.00	$ 60.00	$ 60,000.00	$ 90.00	$ 90,000.00	$ 191.63	$ 191,630.00	$ 100.00	$ 100,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,000	$ 115.00	$ 115,000.00	$ 190.00	$ 190,000.00	$ 60.00	$ 60,000.00	$ 130.00	$ 130,000.00	$ 503.70	$ 503,700.00	$ 200.00	$ 200,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	$ 175.00	$ 87,500.00	$ 250.00	$ 125,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 700.80	$ 350,400.00	$ 300.00	$ 150,000.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	$ 240.00	$ 60,000.00	$ 295.00	$ 73,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 700.80	$ 175,200.00	$ 400.00	$ 100,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,000	$ 100.00	$ 100,000.00	$ 120.00	$ 120,000.00	$ 60.00	$ 60,000.00	$ 90.00	$ 90,000.00	$ 5.48	$ 5,480.00	$ 100.00	$ 100,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,000	$ 200.00	$ 200,000.00	$ 190.00	$ 190,000.00	$ 60.00	$ 60,000.00	$ 130.00	$ 130,000.00	$ 5.48	$ 5,480.00	$ 200.00	$ 200,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	$ 300.00	$ 150,000.00	$ 250.00	$ 125,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 5.48	$ 2,740.00	$ 300.00	$ 150,000.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	$ 400.00	$ 100,000.00	$ 295.00	$ 73,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 5.48	$ 1,370.00	$ 400.00	$ 100,000.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2’ above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24” in diameter at 2’ above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	24 inches to 35.99 inches diameter	Stump	50	$ 220.00	$ 11,000.00	$ 150.00	$ 7,500.00	$ 1,200.00	$ 60,000.00	$ 100.00	$ 5,000.00	$ 547.50	$ 27,375.00	$ 275.00	$ 13,750.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2’ above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24” in diameter at 2’ above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	36 inches to 47.99 inches diameter	Stump	50	$ 290.00	$ 14,500.00	$ 250.00	$ 12,500.00	$ 1,200.00	$ 60,000.00	$ 100.00	$ 5,000.00	$ 821.25	$ 41,062.50	$ 375.00	$ 18,750.00

11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root-ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contactor shall backfill holes and ruts left by excavation of the stump.	≥ 48 inches diameter	Stump	50	$ 380.00	$ 19,000.00	$ 295.00	$ 14,750.00	$ 1,200.00	$ 60,000.00	$ 100.00	$ 5,000.00	$ 1,095.00	$ 54,750.00	$ 475.00	$ 23,750.00
12A	REMOVAL OF HAZARDOUS LIMBS FROM CITY PARKS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them in the PARK.		Tree	10,000	$ 65.00	$ 650,000.00	$ 84.50	$ 845,000.00	$ 30.00	$ 300,000.00	$ 65.00	$ 650,000.00	$ 1.00	$ 10,000.00	$ 88.00	$ 880,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,000	$ 75.00	$ 75,000.00	$ 140.00	$ 140,000.00	$ 60.00	$ 60,000.00	$ 90.00	$ 90,000.00	$ 280.00	$ 280,000.00	$ 100.00	$ 100,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,000	$ 115.00	$ 115,000.00	$ 210.00	$ 210,000.00	$ 60.00	$ 60,000.00	$ 130.00	$ 130,000.00	$ 384.00	$ 384,000.00	$ 200.00	$ 200,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	$ 175.00	$ 87,500.00	$ 270.00	$ 135,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 800.00	$ 400,000.00	$ 300.00	$ 150,000.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	$ 240.00	$ 60,000.00	$ 315.00	$ 78,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 533.27	$ 133,317.50	$ 400.00	$ 100,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,000	$ 150.00	$ 150,000.00	$ 140.00	$ 140,000.00	$ 60.00	$ 60,000.00	$ 90.00	$ 90,000.00	$ 280.00	$ 280,000.00	$ 100.00	$ 100,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,000	$ 250.00	$ 250,000.00	$ 210.00	$ 210,000.00	$ 60.00	$ 60,000.00	$ 130.00	$ 130,000.00	$ 384.00	$ 384,000.00	$ 200.00	$ 200,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	$ 350.00	$ 175,000.00	$ 270.00	$ 135,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 800.00	$ 400,000.00	$ 300.00	$ 150,000.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	$ 450.00	$ 112,500.00	$ 315.00	$ 78,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 533.27	$ 133,317.50	$ 400.00	$ 100,000.00
13A	REMOVAL OF HAZARDOUS LIMBS FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City.		Tree	15,000	$ 75.00	$ 1,125,000.00	$ 84.50	$ 1,267,500.00	$ 30.00	$ 450,000.00	$ 65.00	$ 975,000.00	$ 1.00	$ 15,000.00	$ 88.00	$ 1,320,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	Tree	1,500	$ 75.00	$ 112,500.00	$ 140.00	$ 210,000.00	$ 60.00	$ 90,000.00	$ 90.00	$ 135,000.00	$ 280.00	$ 420,000.00	$ 100.00	$ 150,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	24 inches to 35.99 inches diameter	Tree	1,500	$ 115.00	$ 172,500.00	$ 210.00	$ 315,000.00	$ 60.00	$ 90,000.00	$ 130.00	$ 195,000.00	$ 384.00	$ 576,000.00	$ 200.00	$ 300,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	36 inches to 47.99 inches diameter	Tree	500	$ 175.00	$ 87,500.00	$ 270.00	$ 135,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 800.00	$ 400,000.00	$ 300.00	$ 150,000.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	≥ 48 inches diameter	Tree	250	$ 240.00	$ 60,000.00	$ 315.00	$ 78,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 533.27	$ 133,317.50	$ 400.00	$ 100,000.00

13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	Tree	1,500	$ 200.00	$ 300,000.00	$ 140.00	$ 210,000.00	$ 60.00	$ 90,000.00	$ 90.00	$ 135,000.00	$ 280.00	$ 420,000.00	$ 100.00	$ 150,000.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	24 inches to 35.99 inches diameter	Tree	1,500	$ 300.00	$ 450,000.00	$ 210.00	$ 315,000.00	$ 60.00	$ 90,000.00	$ 130.00	$ 195,000.00	$ 384.00	$ 576,000.00	$ 200.00	$ 300,000.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	36 inches to 47.99 inches diameter	Tree	500	$ 350.00	$ 175,000.00	$ 270.00	$ 135,000.00	$ 60.00	$ 30,000.00	$ 130.00	$ 65,000.00	$ 800.00	$ 400,000.00	$ 300.00	$ 150,000.00

13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	≥ 48 inches diameter	Tree	250	$ 450.00	$ 112,500.00	$ 315.00	$ 78,750.00	$ 60.00	$ 15,000.00	$ 230.00	$ 57,500.00	$ 533.27	$ 133,317.50	$ 400.00	$ 100,000.00
14	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect, transport, and dispose household hazardous wastes in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		LB	2,000	$ 9.00	$ 18,000.00	$ 3.95	$ 7,900.00	$ 5.00	$ 10,000.00	$ 0.01	$ 20.00	$ 1.10	$ 2,200.00	$ 2.00	$ 4,000.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.		Unit	250	$ 80.00	$ 20,000.00	$ 25.00	$ 6,250.00	$ 35.00	$ 8,750.00	$ 0.01	$ 2.50	$ 10.95	$ 2,737.50	$ 45.00	$ 11,250.00
16	REMOVAL, HAULING, OF ELECTRONIC WASTES (E_WASTE). The Contractor shall collect, transport, and dispose e-waste in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use.		Unit	500	$ 40.00	$ 20,000.00	$ 5.00	$ 2,500.00	$ 5.00	$ 2,500.00	$ 0.01	$ 5.00	$ 5.48	$ 2,740.00	$ 5.00	$ 2,500.00
TOTAL BID PRICE					$	10,978,450.00	$	10,128,527.50	$	7,096,600.00	$	7,455,177.50	$	12,332,655.50	$	10,354,900.00
											Line Item 8B (0 - 30 Miles) Extended Price and Total Bid Price corrected during bid evaluation.					

RESOLUTION NO. ____________

A RESOLUTION AWARDING BID IFB-24-44 TO LOOKS GREAT SERVICES OF MS, INC., FOR EMERGENCY DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES, PER UNIT PRICING, NOT TO EXCEED THE TOTAL BID AMOUNT OF SEVEN MILLION NINETY-SIX THOUSAND SIX HUNDRED DOLLARS ($7,096, 600.00); AMENDING THE 2024 BUDGET TO APPROPRIATE SIX MILLION SEVEN HUNDRED NINETY-SIX THOUSAND SIX HUNDRED DOLLARS (6,796,600.00) FROM GENERL FUND INTO ACCOUNT #101010-43710 - CONTRACTS; AND FOR OTHER PURPOSES.

WHEREAS, Looks Good Services of MS, Inc. was the lowest qualified bidder for bid IFB-24-44;

WHEREAS, this contract covers debris removal from damage left by the May 26, 2024, tornado and severe storm event on a per unit price, not to exceed the total bid amount; and

WHEREAS, debris removal will be managed by the City's grant management consultant, Thompson Consulting, Inc., per the contract approved at the June 3, 2024, City Council meeting; and

WHEREAS, City Council previously approved a budget adjustment, in the amount of five hundred thousand dollars ($500,000.00), the remaining three hundred thousand dollars ($300,000.00) will be used to fund this agreement; therefore, a budget adjustment in the amount of six million seven hundred ninety-six thousand six hundred dollars ($6,796,600.00) is needed for the balance.

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

<u>Section 1</u>: The Mayor and City Clerk are authorized to enter into an agreement with Looks Great Services MS, Inc., for emergency debris removal and disaster recovery services, for the City of Bentonville, at a per unit price, not to exceed the total bid amount of seven million ninety-six thousand six hundred dollars ($7,096,600.00);

<u>Section 2</u>: The 2024 Budget is hereby adjusted to appropriate six million seven hundred ninety-six thousand six hundred dollars ($6,796,600.00) from General Fund into Account #101010-43710 – Contracts;

<u>Section 3 - Severability Provision</u>: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

<u>Section 4 - Repeal of Conflicting Resolutions</u>: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk