



State of Arkansas



ARKANSAS STATE POLICE

1 State Police Plaza Drive

Little Rock, Arkansas 72209-4822

www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

FY 2027 HIGHWAY SAFETY SUBGRANT AGREEMENT
This project is not for the purpose of Research and Development.

RECIPIENT

City of Pea Ridge

Telephone: (501) 580-5933

Fax: (479) 358-9126

TAX ID NO: 71-0394842

GOVERNMENTAL UNIT

975 Weston St
Pea Ridge, Arkansas 72751-2628

PROJECT NO: PS-2027-09-09-03

FAIN:

69A3752730000402AR0

TYPE OF APPLICATION

X Initial
Revision
Continuation

402 Assistance Listing: 20.600 - State and
Community Highway Safety

405 Assistance Listing:

403 Assistance Listing:

UEI: HFDTLY8AUPQ1

INITIAL PROJECT STARTING DATE

10/01/2026

PROJECT TITLE:

Bicycle Safety Program

OPERATIONAL AREA OF PROJECT

Pea Ridge

AMOUNT

<u>COST CATEGORY</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>	<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
Personal Services	\$0.00		\$0.00	From: <u>10/01/2026</u>	From: <u>10/01/2026</u>
Equipment	\$15,870.00			To: <u>09/30/2027</u>	To: <u>09/30/2027</u>
Maintenance & Operation	\$0.00		\$500.00	<u>FUNDING</u>	
Other Direct Costs	\$0.00		\$4,000.00	<u>SOURCE</u>	<u>AMOUNT</u>
Indirect Costs	\$0.00			Federal	\$15,870.00
Administrative Costs				State	\$0.00
				Local	\$4,500.00
Total	\$15,870.00		\$4,500.00	Total	\$20,370.00

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FEDERAL FUNDING AGENCY: National Highway Traffic Safety Administration
(NHTSA)

AGREEMENT PREPARED BY: Tristan Traylor
TITLE: Program Manager
ADDRESS: Arkansas State Police
 Arkansas Highway Safety Office
 1 State Police Plaza Drive
 Little Rock, AR 72209

PHONE:
FAX: (501) 628-8124 fax

SCOPE OF WORK

PROJECT GOALS: To reduce bicycle-related crashes, injuries, and fatalities involving children in the City of Pea Ridge by providing hands-on bicycle safety education, helmet fitment, bicycle safety inspections, and practical riding skills training. The project will educate children ages 2–12 and their families on proper helmet use, traffic awareness, roadway positioning, hazard recognition, and safe interactions with motorists and pedestrians through the development of a permanent Traffic Safety Garden and implementation of a community Youth Bike Rodeo.

SUMMARY OF PROJECT OBJECTIVES: The project will establish one permanent Traffic Safety Garden at the Pea Ridge Junior High parking lot that will replicate real-world traffic environments using bicycle lanes, crosswalks, stop bars, directional arrows, and instructional riding zones; conduct one Youth Bike Rodeo serving a minimum of 100 children ages 2–12 utilizing an eleven-station 'Checklist to Achievement' instructional model where every participant will receive a professional bicycle safety inspection and helmet fitment before participating in progressive bicycle handling exercises that teach bicycle control, stopping, turning, traffic scanning, obstacle avoidance, lane positioning, intersection safety, and right-of-way recognition; provide bicycle and pedestrian safety education to parents and caregivers, distribute educational materials promoting proper helmet use and safe roadway behaviors, and establish a reusable Traffic Safety Garden that will support future bicycle and pedestrian safety education programs throughout the Pea Ridge community.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE:

IMPACT EVALUATION: X

RESIMBURSEMENT - ACTUAL COST ONLY

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

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

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$15,870.00

State Funds: \$ 0.00

Local Match: \$4,500.00
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10/01/2026 to (Date) 09/30/2027
3. The recipient must bear all costs not eligible for Federal reimbursement.

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

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

WORK STATEMENT

A. The recipient, City of Pea Ridge, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:

1. Purchase equipment and supplies necessary to establish a permanent Traffic Safety Garden and implement the Pea Ridge Youth Bike Rodeo.

Federal

- a. Traffic Cones (250) – \$3,000
- b. Delineator Posts (12) – \$220
- c. Tables (2) – \$150
- d. 10' x 10' Canopies (2) – \$800
- e. Pavement Traffic Paint and Application Supplies – \$3,500
- f. Pavement Marking Stencils and Layout Tools – \$2,004.38
- g. Handlebar Checklist Tags, Recruitment Flyers, Educational Materials, and Scanning Signs – \$200

The City of Pea Ridge will purchase equipment and supplies necessary to establish a permanent Traffic Safety Garden at the Pea Ridge Junior High parking lot. The Traffic Safety Garden will replicate real-world roadway conditions using bicycle lanes, crosswalks, stop bars, directional arrows, scanning zones, and instructional riding areas. All equipment will remain the property of the City for future bicycle and pedestrian safety education.

2. Conduct targeted outreach and participant recruitment.

- a. Recruit approximately 100 children ages 2–12.
- b. Distribute recruitment flyers and bicycle safety information.
- c. Promote proper helmet use and safe riding practices.

Performance Measure: Enroll a minimum of 100 youth participants.

3. Conduct one (1) Youth Bike Rodeo utilizing the 'Checklist to Achievement' instructional model.

- a. Conduct one Bike Rodeo with eleven (11) instructional stations.
- b. Complete registration, bicycle inspection, and helmet fitment before riding.
- c. Validate participant mastery before advancing.
- d. Award certificates and medals.

Performance Measure: Conduct one Bike Rodeo serving at least 100 youth.

4. Conduct bicycle safety inspections and helmet fitment.

- a. Inspect every participant's bicycle.
- b. Professionally fit every participant's helmet.
- c. Remove unsafe bicycles until corrected.

Performance Measure: 100 bicycle inspections and 100 helmet fitments completed.

5. Provide hands-on bicycle safety instruction.

- a. Teach bicycle control, stopping, turning, scanning, obstacle avoidance, lane positioning, intersection awareness, right-of-way, and pedestrian interaction.
- b. Volunteers shall validate each skill using the Checklist to Achievement.

Performance Measure: 100 participants complete all instructional stations.

6. Provide bicycle and pedestrian safety education.

- a. Deliver education on helmet use, visibility, roadway behavior, traffic signs, pedestrian safety, and safe street crossing.
- b. Distribute educational materials to participants and parents.

Performance Measure: Educational materials distributed to all participating families.

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7. Evaluate project effectiveness.

- a. Maintain participant registration, inspection logs, helmet fitment records, volunteer records, photographs, and participant feedback.
- b. Evaluate outcomes based on successful completion of instructional stations.

Performance Measure: 100 youth trained; 100 bicycle inspections; 100 helmet fitments; one Traffic Safety Garden completed; one Bike Rodeo conducted.

8. Administrative and Financial Requirements.

- a. Print public information and educational materials or purchase pre-printed materials necessary to meet project goals. Prior written approval by the AHSO must be obtained for all Federal-aid funded printed public informational materials.
- b. Meeting costs for luncheon, break, volunteer meals, and facility expenses will only be reimbursed in conjunction with approved project activities and pre-approved by the AHSO.
- c. Travel expenses will be reimbursed in accordance with State Travel Regulations and the Subgrant Agreement/Contract Terms (Revised 08/01/2026). All out-of-state travel requires prior AHSO approval.
- d. Submit monthly reports including work activities, reimbursement requests, supporting financial documentation, and projected activities by the 30th of the following month.
- e. Submit an Annual Project Activity Report and final reimbursement request within 30 days following the end of the project period. Final payment will not be made until a satisfactory report is submitted.

Note: NHTSA regulations require reimbursement requests to be submitted within required deadlines. Requests received more than 60 days after the project period are ineligible unless an extension is approved by the AHSO Administrator.

- f. Maintain financial records and supporting documentation for AHSO or Federal review.
- g. Allocation of time and effort shall be documented and available for review.

9. Provide information in the Annual Project Report concerning a possible plan of self-sufficiency describing a mechanism by which funds could be generated to continue this project when Federal-aid funding is discontinued.

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WORK STATEMENT

B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:

1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Subgrantee Budget Request Form.
2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.

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ACCEPTANCE AND AUTHORIZATION TO PROCEED

☐ It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Infrastructure Investment and Jobs Act (or Bipartisan Infrastructure Law (BIL)), subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 and 23 CFR Part 1300 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix i (Subgrant Agreement/Contract Terms) and Appendix ii (Certifications and Assurances), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient, City of Pea Ridge has appointed the following official representatives with legal authority to accept this subgrant agreement.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

1. Signature: _____
2. Name: _____
3. Title: _____
4. Date: 09/17/2026

1. Signature: _____
2. Name: _____
3. Title: _____
4. Date: 09/17/2026

Approval to proceed, effective 10/1/2026 to 9/30/2027 with committed Federal funds of \$15,870.00 and State funds of \$0.00, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

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

Date

Appendix i

ARKANSAS STATE POLICE HIGHWAY SAFETY OFFICE

GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

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

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

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GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

I. GLOSSARY OF DEFINITIONS

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

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

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

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

Ark. Code Ann. - Arkansas Code Annotated.

ASP - Arkansas State Police.

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

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

CFR - Code of Federal Regulation.

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

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

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

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

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

DOT - Department of Transportation.

DPS – Department of Public Safety

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

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

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GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

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

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

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

Grantor Agency - Arkansas State Police.

Highway Safety Manager – A staff member authorized by the Highway Safety Office Administrator to oversee the day to day activities of the Highway Safety Program and serve as deputy to the Administrator.

HSO – Highway Safety Office.

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

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

OMB - Office of Management and Budget.

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

PM - Program Module.

PSP - Problem Solution Plan.

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

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

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

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

State Agency - An administrative division of State Government.

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

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

USC - United States Code.

YTD - Year to date.

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SUBGRANT AGREEMENT/CONTRACT TERMS

II. CHANGES/PROJECT REVISIONS/AMENDMENTS

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

III. DISPUTES

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

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IV. CONDITIONS FOR TERMINATION PRIOR TO COMPLETION

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

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

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

V. EXCUSABLE DELAYS

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

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VI. NON-COLLUSION

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

VII. COST PROVISIONS

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

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

IX. METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

X. TERMS AND CONDITIONS OF PAYMENT

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

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XI. INSPECTION/MONITORING

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

XII. PROPERTY MANAGEMENT

See 2 CFR Part 1201, 2 CFR Part 200 and 23 CFR § 1300.31

XIII. RECORD RETENTION

See 2 CFR Part 200

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

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

XV. REPORTS

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

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XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

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

XVII. SUBCONTRACTUAL

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

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XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

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

XIX. ORDER OF PRECEDENCE

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

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

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

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

XXI. SAVE HARMLESS

It is expressly agreed and understood that the Subgrantee/Contractor is an independent Subgrantee/Contractor and not an agent, servant, or employee of the State, and the Subgrantee/Contractor shall save harmless the State and representatives thereof from all suits, actions, or claims of any kind brought on account of any person or property in consequence of any neglect in safeguarding the work, or on any act or omission by the Subgrantee/Contractor or its employees, or from any claims or amounts arising or recovered under Worker's Compensation Laws or any other law, by-law, ordinance, regulation, order, or decree (Not applicable to State Agencies/Institutions of Higher Education).

The Subgrantee/Contractor shall be responsible for all damage to property and personal injury of any kind resulting from any act, omission, neglect, or misconduct of any employee or agent of said Subgrantee/Contractor in the manner or method of performing the work for the period of the agreement/contract.

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XXII. TAX AND COMPENSATION LIABILITY

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

XXIII. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

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

XXIV. APPLICATION OF HATCH ACT

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

XXV. STANDARDS FOR SUBGRANTEE/CONTRACTOR FINANCIAL MANAGEMENT SYSTEMS

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

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

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

XXVI. PROCUREMENT

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

<https://www.transform.ar.gov/wp-content/uploads/Laws-and-Rules-updated-Dec-2023.pdf>

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

Typical Procurement Methods				
Type	Small Order (\$0)	Competitive Bid (CB)	Competitive Sealed Bid Invitation for Bid (IFB)	Competitive Sealed Proposal Request for Proposal (RFP)
Method	No price quotes required. No public posting required.	Email Prospective Contractors to obtain at least 3 price quotes. No public posting required.	Publicly posted solicitation (5-90 days) requesting a sealed price quote. Requires a public opening.	Publicly posted solicitation (5-90 days) requesting a sealed technical proposal and a separately sealed cost proposal. Requires a public opening.
Cost Threshold	Up to \$20,000 or up to \$40,000 if the Prospective Contractor is a Certified Minority-Owned or Certified Woman-Owned Business.	Up to \$75,000	\$75,000 and up	\$75,000 and up
Contractor Selection	Based on agency policy, but competition should be used to the greatest extent possible.	Based on low cost	Based on low cost	Based on highest total score from evaluation of technical proposals (70%) and calculated cost score (30%).
Discussion/ Negotiation	Requesting a lower cost is encouraged.	Requesting a lower cost is encouraged.	Negotiation is encouraged to achieve a lower cost and/or better contract value.	Negotiation is encouraged to achieve a lower cost and/or better contractual value.
Examples	Commodities: Office supplies, medical supplies, uniforms, equipment, and books. Services: lawn care, pest control, security guard services.	Commodities: Office supplies, medical supplies, uniforms, equipment, and books. Services: lawn care, pest control, security guard services.	Commodities: furniture, license plates, IT equipment Services: mailing services, transcription services, basic medical services	Services: actuarial services, advertising and marketing services, banking services
Ark. Code	§ 19-11-231	§ 19-11-234	§ 19-11-229	§ 19-11-230

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

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

E. Arkansas preference does not apply.

Note: Also see Procurement Standards at 2 CFR Part 200

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XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

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

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XXVIII. PAYROLL PROCEDURES

- A. Personal Services compensation is allowable if:
 - 1. For services rendered during the contract period,
 - 2. Reasonable for services rendered,
 - 3. Personnel appointed in accordance with state or local government rules,
 - 4. Based on payrolls documented and approved in accordance with generally accepted business practices, and
 - 5. Supported by time and attendance records signed by both employee and supervisor.
- B. Employee Benefits are allowable if:
 - 1. Provided pursuant to a leave system,
 - 2. Employer contribution or expense for:
 - a. Social Security
 - b. Employee Health Insurance
 - c. Unemployment Insurance
 - d. Worker's Compensation Insurance
 - e. Pension Plans
 - 3. The cost is equitably allocated to all activities.
- C. The records required are as follows:
 - 1. Time sheets showing employee names, daily hours, activities, and signatures of employee and supervisor;
 - 2. Payroll record showing rate of pay, gross wages, itemized deductions, net pay, and signature of proper official; and,
 - 3. Benefit Plan(s) records showing rates and amount paid by the employer.

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XXIX. TRAVEL PROCEDURES

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

Regards State of Arkansas Employees:

Travel costs are limited to the State of Arkansas Travel maximums according to current State Travel Regulations. Reimbursement is for **actual expenses** up to the maximum allowed per federal per diem rates established by the General Services Administration (GSA). Guidance is provided at <https://www.gsa.gov/travel> for deducting meal amounts from reimbursement claims for meals furnished by the government or other sources. Detailed receipts are required for all expenses **including meals**.

Regards Other Travelers:

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

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XXX. CONFIDENTIALITY REQUIREMENTS

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

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

XXXI. PROFESSIONAL SERVICES CONTRACT

See 2 CFR 200

XXXII. INDIRECT COSTS

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

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

Appendix ii

Appendix ii to Part 1300-Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period.

Requirements that also apply to subrecipients are noted under the applicable caption.]

Recipient: City of Pea Ridge

Fiscal Year: 2027

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. The Governor's Representative for Highway Safety, hereby provides the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex); • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 1. Abide by the terms of the statement;

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that

such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States) GENERAL

REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at **www.trafficsafety.org**. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving

company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

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

- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

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

AUDIT REQUIREMENTS

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

Appendix iii
City of Pea Ridge
GEN-2027-City of Pe-55
III. Approved Budget

Budget Categories	Amount Requested	Amount Approved	Funding Source	Excluded Costs
Personal Services				
Salaries	\$0.00	\$0.00		
Fringe Benefits	\$0.00	\$0.00		
In State Travel	\$0.00	\$0.00		
Out of State Travel	\$0.00	\$0.00		
n/a	\$0.00	\$0.00		
Maintenance & Operation				
n/a	\$0.00	\$0.00		
Other Direct Costs				
n/a	\$0.00	\$0.00		
Equipment				
traffic cones, 18" Qty 250	\$3,000.00	\$3,000.00	2027 402-PS (\$0.00)	
delineator post 42" Qty 12	\$220.00	\$220.00	2027 402-PS (\$0.00)	
tables Qty 2	\$150.00	\$150.00	2027 402-PS (\$0.00)	
10' x 10' Canopy Qty 2	\$800.00	\$800.00	2027 402-PS (\$0.00)	
Lunch & Snacks for Volunteers and Participants Qty 200	\$1,000.00	\$1,000.00	2027 402-PS (\$0.00)	
Print Materials/Advertising	\$200.00	\$200.00	2027 402-PS (\$0.00)	
Pavement Paint & Sealers	\$3,500.00	\$3,500.00	2027 402-PS (\$0.00)	
Stencils and Layout Tools	\$2,000.00	\$2,000.00	2027 402-PS (\$0.00)	
Traffic Safety Garden Planning & Development	\$5,000.00	\$5,000.00	2027 402-PS (\$0.00)	
Excluded Costs (Costs that will NOT be included in the Indirect Cost Calculation)				
Indirect Costs				
Rate: 0%	\$0.00	\$0.00		
Total	\$15,870.00	\$15,870.00		

FAIN Number(s) 69A3752730000402AR0

Appendix iii
City of Pea Ridge
GEN-2027-City of Pe-55
III. Approved Budget

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City of Pea Ridge
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III. Approved Budget

Sub-Grantee Justification: (Please justify each budget category amount requested. Itemize Maintenance and Operations, Other Direct Costs and Equipment. Attach additional pages if needed)

Equipment

Traffic Cones, 18" (Qty 250) - \$3,000: These are the primary structural components for all 11 skill stations, including the "Crazy Crossroad" serpentine, "Rock Dodge" lanes, and the "Advanced Crazy Course". A high quantity is required to safely delineate multiple simultaneous courses and lanes for 100 participants.

Delineator Post, 42" (Qty 12) - \$50: Used to hold visual cues for "Station 4 – Scanning for Traffic" and to provide highly visible boundary markers for the "Stop Zone" and "Narrow Beam Ride".

Tables (Qty 2) - \$150: Required for "Station 1 – Registration" to distribute handlebar checklist tags and "Station 2 – Bike Safety Check" to hold mechanical tools and tire pumps.

10' x 10' Canopy (Qty 2) - \$800: Provides necessary weather protection and identifies the "Registration and Warm-Up Area" and the "Bike Safety Check" station, ensuring equipment and registration logs remain dry and usable.

Other Direct Costs

Lunch & Snacks for Volunteers and Participants - \$1,000: Supports approximately 20–30 volunteers (Police FOP and community members) and 100 participants over the duration of the event. This ensures the continuous operation of 11 different stations without requiring station closures for breaks.

Print Materials/Advertising - \$200: Covers the production of the 100+ handlebar-mounted checklist tags used for skill validation, local recruitment fliers, and the printing of educational "No Car" / "Car" scanning signs.

Acrylic Traffic paint will be utilized in the traffic garden; white, yellow, green.

Stencils for arrows, bikes, crosswalks, and stop bars.

AHSO Narrative:

\$5,000 for Traffic Safety Garden to host a minimum of 5 to 10 planning meetings with stakeholders, food, Traffic Safety Garden material, and development.

Appendix iii
City of Pea Ridge
GEN-2027-City of Pe-55
III. Approved Budget

City of Pea Ridge
GEN-2027-City of Pe-55
IV. Local Match

Budget Categories	Amount Requested	Amount Approved	Funding Source
Personal Services			
Salaries	\$0.00	\$0.00	
Fringe Benefits			
Travel			
Maintenance & Operation			
Other Direct Costs			
Equipment			
Total	\$4,500.00	\$4,500.00	
Personal Services			
Salaries			
Fringe Benefits	\$0.00	\$0.00	
Travel			
Maintenance & Operation			
Other Direct Costs			
Equipment			
Total	\$4,500.00	\$4,500.00	
Personal Services			
Salaries			
Fringe Benefits			
Travel	\$0.00	\$0.00	
Maintenance & Operation			
Other Direct Costs			
Equipment			
Total	\$4,500.00	\$4,500.00	

City of Pea Ridge
GEN-2027-City of Pe-55
IV. Local Match

Personal Services			
Salaries			
Fringe Benefits			
Travel			
Maintenance & Operation			
Gas	\$500.00	\$500.00	
Other Direct Costs			
Equipment			
Total	\$4,500.00	\$4,500.00	
Personal Services			
Salaries			
Fringe Benefits			
Travel			
Maintenance & Operation			
Other Direct Costs			
City Program Staff Salary	\$4,000.00	\$4,000.00	
Equipment			
Total	\$4,500.00	\$4,500.00	

Sub-Grantee Justification: (Please justify each budget category amount requested. Itemize Maintenance and Operations, Other Direct Costs and Equipment.

AHSO Narrative Only

AHSO Narrative Only

City of Pea Ridge
GEN-2027-City of Pe-55
IV. Local Match

AHSO Narrative Only

AHSO Narrative Only

AHSO Narrative Only