



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, October 9, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

### 2. Approval of minutes

[MIN-12:079](#) Minutes for the Finance Committee meeting on September 25, 2012

Attachments: [Minutes](#)

### 3. New Business

#### *Ordinances To Be Introduced*

[ORD-12:057](#) AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.

Sponsors: Finance

#### *Resolutions To Be Introduced*

[RES-12:174](#) A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY

Sponsors: Grants

Attachments: [2012 Salvation Army Agreement](#)

### RES-12:175 - Resolution entering into an agreement with the Dept. of Human Services for the Americorps Program

[RES-12:176](#) A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

Sponsors: Finance

[RES-12:177](#) A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND

PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

**Sponsors:** Finance

**RES-12:178** A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

**Sponsors:** Finance

**RES-12:179** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

**Sponsors:** Finance

**RES-12:180** A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR

**Sponsors:** Finance

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-12:079    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 9/26/2012    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on September 25, 2012  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the Finance Committee meeting on September 25, 2012



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, September 25, 2012

4:00 PM

Huntington Building

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

**Present** 3 - Ann Williams; John Street and Charles Coleman

**Absent** 2 - Darrel Dover and Mikel Fears

### 2. Approval of minutes

**MIN-12:069** Minutes for the Finance Committee meeting on August 28, 2012

**Attachments:** [Minutes](#)

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

### 3. New Business

#### *Ordinances To Be Introduced*

**ORD-12:052** AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2012 FOR THE PURPOSE OF CREATING A POLICE LIEUTENANT POSITION IN THE JONESBORO POLICE DEPARTMENT; FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE POLICE DEPARTMENT AND CODE ENFORCEMENT.

**Sponsors:** Police Department and Human Resources

*Mayor Perrin explained they are creating a "Quality of Life" unit within the Police Department. An officer is being promoted from sergeant to lieutenant. The new lieutenant will be over Code Enforcement, Prowl, work with neighborhood watch, Animal Control and criminal analysis. Chief Financial Officer Ben Barylske added this will increase the budget by about \$22,000. A patrolman's spot was not filled in this year's budget, so the \$22,000 is the difference between the patrolman's spot and this new lieutenant position. The affect on the budget is small due to there only being 3 months of the year left.*

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

*Resolutions To Be Introduced*

**RES-12:163** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

**Sponsors:** Mayor's Office

*Mayor Perrin stated this is a standard tax back agreement for Hytrol.*

**A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

**RES-12:168** RESOLUTION APPROVING A CONTRACT FOR THE INSTALLATION OF EMERGENCY GENERATORS AT THE HARLAN HENRY SENIOR CITIZENS' CENTER.

**Sponsors:** Grants and Building Maintenance

**Attachments:** [All bids](#)  
[Bid Sheet](#)  
[Dept Justification for bid](#)  
[Accepted Bid](#)

*Councilman Street added he is in favor of the City having generators in all of the city-owned buildings.*

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

**4. Pending Items**

**5. Other Business**

**RES-12:170** A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CREATING A COMPUTER TECHNICIAN I AND A SENIOR COMPUTER TECHNICIAN

**Sponsors:** Information Systems

**Attachments:** [Computer Tech I](#)

*This item was walked on to the agenda.*

*Mr. Barylske explained this will help restructure the IT Department. The administration position that was in the 2012 budget for IT is not going to be filled. They are going to have an entry level technician and a senior level technician. Due to the work with the police cars, the IT Department stays busy. Mr. Barylske noted there will be no affect on the budget. Councilman Street work won't be done on the Police Department's computers unless an email is sent, but if the computer is locked up an email can't be sent, which forces the officers to search for another computer to use to send an email asking for help with their computer. He added that he was told if an officer shows up at the IT Department and doesn't have an appointment then they won't be helped until an appointment is made. Mr. Barylske stated there is more to that issue and it can be discussed outside of the meeting. Councilman Street expressed concern over the issue and asked that it be taken care of because it's not right.*

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

**ORD-12:053**

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE JONESBORO POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIRMENT SYSTEM (LOPFI) AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

**Sponsors:** Finance

**Attachments:** [lopfi res and agreement](#)  
[Supporting information](#)

*This item was also walked on to the agenda.*

*Mr. Barylske explained what they are wanting to do is combine the LOPFI and the Jonesboro local pension plan. He discussed the local pension plan and LOPFI and went through the attached supporting information. Councilman Coleman asked what would happen to these estimates if the City decided to add 10 more officers over the next five years. Mr. Barylske answered that will happen regardless of whether or not the plans are combined. And the costs will go up drastically over the next few years with LOPFI. He added the addition of new officers is not the decision needing to be made today; rather, they are looking at combining the two plans and he doesn't see any other option than to combine the plans. The savings to the General Fund in 2012 will be \$379,966.53. And the savings through 2028 will be \$5.7 million. He noted a 3% cost of living increase is also worked into those numbers for the old police pension plan. Further discussion was held concerning the proposal. Mr. Barylske added combining the plans will be a win for both the City and the retirees because the City will save money and the retirees will get added benefits, such as a cost of living increase.*

Mayor Perrin explained Mr. Barylske took this information to David Clark with LOPFI and discussed it with him. Mr. Clark indicated if more cities would do this, then they would save more money.

Councilman Coleman then questioned how the City is doing with regards to interest rates. Mr. Barylske stated the City is receiving 1.35% interest with Liberty Bank, which is higher than most cities in the state. He added the local banks have been really good to the City.

**A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears

#### Discussion concerning iPads and iLegislate

Councilman Coleman questioned whether they will be going to a Council of the whole and get iPads. Mayor Perrin explained those are two different issues. He further explained the Council members were given laptops, but those can possibly be given to other departments in order for the Council members to utilize iPads. iPads are lighter and more mobile, but they are looking into whether or not the Council members will be able to get into the system via iPads. He added he uses the iPad often when he is out of the office so he can continue working and communicating with others. He noted he has spoken with City Clerk Donna Jackson about iLegislate, an iPad application that is used in conjunction with the City's Legistar software. It will enable the Council members to see agendas, minutes and videos. The software will be an added expense, but will give the Council members more access to information. City Clerk Jackson explained they just received the proposal and are reviewing it before moving forward. Councilman Coleman questioned whether the records will be backed up. City Clerk Jackson explained all of the records are currently backed up with Granicus, the company who owns Legistar, and Granicus backs up the records in several different states. She added they want the same thing with these recordings. Mayor Perrin noted the software will allow Council members to pull up information on specific topics whenever needed on the iPad, even if the topics were discussed in the past. Councilman Coleman noted he thinks the software sounds like a good idea because the City is a little antiquated with some of its practices.

#### 6. Public Comments

#### 7. Adjournment

**A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this meeting be Adjourned . The motion PASSED by a unanimous vote**

**Aye:** 2 - John Street and Charles Coleman

**Absent:** 2 - Darrel Dover and Mikel Fears



## Legislation Details (With Text)

<b>File #:</b>	ORD-12:057	<b>Version:</b>	1	<b>Name:</b>	Amend 2012 budget to add 2 youth sports coordinators for Parks Department
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2012	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Budget amendment, Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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**Title**  
AN ORDINANCE TO AMEND THE 2012 ANNUAL BUDGET KNOWN AS ORDINANCE NUMBER O-EN-072-2011 FOR THE PURPOSE OF ADDING 2 YOUTH SPORTS COORDINATORS IN THE JONESBORO PARKS & RECREATION DEPARTMENT; AND FOR THE APPROPRIATION OF FUNDS; AND DECLARING AN EMERGENCY FOR THE CONTINUITY OF SERVICES IN THE PARKS & RECREATION DEPARTMENT AND THE SPORTS PROGRAMS.

**Body**  
WHEREAS, the Jonesboro City Council adopted the 2012 annual budget, Ordinance Number O-EN-072-2011 on December 20, 2011; And

WHEREAS, there is a need to add 2 Youth Sports Coordination position in the Jonesboro Parks & Recreation Department due to the growth of the youth sports programs. And

WHEREAS, the 2011 budget will need to be amended in order to effectuate said salary changes, and the budget amount for salaries will need to be increased a total of \$11,000.

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

Section 1. The position of Youth Sports Coordinator shall be added to the 2012 Annual Budget at a Grade of 112 with a salary range of \$30,514 to \$45,770,

Section 2. The sum of \$11,000 shall be added to the budget for salaries, said sum coming from the General Fund.

Section 3. It is further found and declared that an emergency is declared to exist and this ordinance being necessary for the continuity of services for the increased youth sports programs and shall take effect from and after its approval.





## Legislation Details (With Text)

<b>File #:</b>	RES-12:174	<b>Version:</b>	1	<b>Name:</b>	CDBG contract with Salvation Army
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/2/2012	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY				
<b>Sponsors:</b>	Grants				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2012 Salvation Army Agreement</a>				

Date	Ver.	Action By	Action	Result
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### Title

A RESOLUTION APPROVING THE IMPLEMENTATION OF 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMELESSNESS PREVENTION CONTRACT WITH THE SALVATION ARMY

### Body

WHEREAS, the City has entered into a contract with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide CDBG entitlement funds under Title 1 of the Housing and Community Development Act of 1975, as amended, and

WHEREAS, at the regular City Council meeting the Jonesboro City Council approved by Resolution RES-12:055 and by unanimous vote the City's 2012 Action Plan for the CDBG Program, in which the CDBG projects were approved; and

WHEREAS, the City desires the following organization to carry out a stated portion of the programs described in this 2012 CDBG Annual Action Plan: The Salvation Army in the amount of \$51,430.00 for facility rehabilitation; and

WHEREAS, the source of funds for this project are provided by HUD 100%, are currently approved in the 2012 Action Plan, and are allocated in the 2012 budget for the City of Jonesboro; and

WHEREAS, the City desires The Salvation Army to carry out and complete the projects described in the Scope of Services; and

WHEREAS, The Salvation Army represents they have the capacity to do so and are willing to carry out those portions of the CDBG program described in the application and in the Scope of Services portion in this Agreement;

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

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



HUD Project ID # 72  
\$51,430.00  
Salvation Army  
Shelter Improvements

## City of Jonesboro 2012 CDBG AGREEMENT The Salvation Army

THIS AGREEMENT made and entered into by and between the City of Jonesboro, Arkansas (hereinafter referred to as the "Grantee") and **the Salvation Army, A Georgia Corporation, for Jonesboro, Arkansas**, (hereinafter referred to as the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

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

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

### I. SCOPE OF SERVICE

The CDBG funding will be used to renovate their kitchen in order to serve LMI persons more efficiently:

- The City of Jonesboro hereby approves CDBG Program funding in the amount of \$51,430 to the Salvation Army for shelter improvements.
- The Department of Community Development retains the funds, writes the work specifications and solicits written estimates for the work. Salvation Army will approve the work specifications before they are sent out for bids. Payments will be made by the City of Jonesboro for verified performance of eligible activities.
- It is expressly agreed and understood that the total amount of funds to be paid for facility improvements by the City of Jonesboro under this Agreement shall not exceed \$51,430.
- If for any reason, any term of this Agreement is breached by the Salvation Army, the City of Jonesboro may require full repayment of any amounts advanced under this Agreement pursuant to Section VI (Remedies on Default).
- The City reserves the right to inspect at any time during normal business hours any programs conducted under this Agreement to ensure adherence to applicable laws, regulations, and the terms of this Agreement.

A. General Administration

The Subrecipient will provide adequate personnel inclusive of volunteer participation to obtain the Scope of Services.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity

Replace 2 freezers, 1 dishwasher, 1 refrigerator, new sinks  
Replace & Repair shelter roof  
Replace HVAC units in shelter  
Build enclosed vestibule to shelter office  
Replace carpet in shelter offices

D. Staffing

The following staff will be actively participating in program delivery:

Major Eugene Gesner

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall be for the Program year January 1, 2012 – December 31, 2012). The term of this Agreement and the provisions herein may be extended to cover any additional time period required to complete activities described in I(C) above. No program income is expected with this project.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Replace 2 freezers, 1 dishwasher, 1 refrigerator, new sinks	\$12,000
Replace & Repair shelter roof	\$12,500
Replace HVAC units in shelter	\$12,500
Build enclosed vestibule to shelter office	\$12,260
Replace carpet in shelter offices	\$ 2,170

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$51,430.00**. The funds shall be used for eligible expenses against the line item budgets specified in Paragraph III herein and in accordance with performance.

V. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
City of Jonesboro	The Salvation Army
Dept. of Community Development	Major Eugene Gesner
519 W. Washington, P.O. Box 1845	800 Cate Street, P.O. Box 726
Jonesboro, AR 72401	Jonesboro, AR 72401
Office (870) 933-4635	Office (870) 935-0698
Fax (870) 933-4626	

VI. SPECIAL CONDITIONS  
NONE

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. *The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.*

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as

creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party



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

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

I. Authorization to Enter Agreement

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Administrative Manual located at 519 West Washington Avenue in the City Offices and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities and recipients of said activities;
- d. Records required to determine the low income eligibility;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records



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

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Payment Procedures

The City of Jonesboro will retain funding and make payment to the contractors directly as state in **I. Scope of Services**: "The Department of community Development retains the funds, writes the work specifications and solicits bids for the work. Salvation Army will approve the work specifications before they are sent out for bids. Payments will be made by the City of Jonesboro for verified performance of eligible activities." In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit Progress Reports upon request to the Grantee.

D. Procurement

1. Compliance

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

2. OMB Standards

The Subrecipient shall procure all materials, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property. Real property shall be acquired only by the Grantee.

3. Travel/Training

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance, as applicable by law (See Attachment A: The Salvation Army Policy Statement on Non-Discrimination in Employment). The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action (See Attachment A: The Salvation Army Policy Statement on Non-discrimination in Employment regarding contracts executed by The Salvation Army to provide federally funded social services)

1. Approved Program

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

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

3. Access to Records

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

4. Notifications

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

5. EEO/AA STATEMENT

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications



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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities or to promote religious interests in accordance with the Federal regulations.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40C.F.R., Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to



all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 38 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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

XI. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Mayor's signature:

**City of Jonesboro**

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

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

Attest: \_\_\_\_\_  
Donna Jackson, City Clerk

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

**Subrecipient**

The Salvation Army, A Georgia Corporation  
For The Salvation Army, Jonesboro, Arkansas

X  \_\_\_\_\_  
Corps Officer ASSISTANT TREASURER      STEPHEN ELLIS

Date: \_\_\_\_\_ SEP 25 2012

**ATTACHMENT A**  
**THE SALVATION ARMY**

**USA SOUTHERN TERRITORY  
ATLANTA GEORGIA**

PL014 07/08/2008

**Policy Statement on Non-Discrimination in Employment**

It is the policy of The Salvation Army that it will provide equal opportunity for employment on the bases enumerated in the federal, state and local laws applicable to it, except where a prohibition on discrimination is inconsistent with the religious principles of The Salvation Army. Such equal opportunity for employment will apply to recruitment and hiring, training, promotion, salaries and other compensation, transfers and layoffs or termination.

As a religious organization, a branch of the Christian church, The Salvation Army reserves the right to make such employment decisions, adopt employment policies (including employee benefits) which are calculated to promote the religious and moral principles for which it is established and maintained, consistent with its rights to the free exercise of its religion guaranteed to it by the Constitution of the United States.

Without limiting the foregoing, by accepting employment with The Salvation Army, an individual recognizes that The Salvation Army is a church, agrees to do nothing to undermine its religious mission, and acknowledges that his or her conduct must not conflict with or undermine the religious programs of The Salvation Army, or its religious and moral purposes.

Contracts executed by The Salvation Army to provide federally funded social services do not involve the procurement by the federal government of "personal property" and/or "non-personal services" for the direct benefit or use of a federal agency, and therefore does not subject The Salvation Army to regulations as a "contractor" pursuant to 41 C.F.R. Chapter 60. Accordingly, The Salvation Army is not required by such regulations to adopt an "affirmative action program". Nonetheless, as part of its commitment to equal employment opportunity, The Salvation Army has adopted this Affirmative Action Program for implementation throughout the United States.

Issued by the authority of  
The Territorial Commander  
CC: May 2008 (358-363)  
TFC: July 8, 2008

Lt. Colonel Terry W. Griffin  
Chief Secretary



## **THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups – governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups – in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provision of its contracts and agreements.

Commissioners Conference  
May 1996



Legislation Details (With Text)

**File #:** RES-12:176    **Version:** 1    **Name:** Millage for police pension fund  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 10/4/2012    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND  
**Sponsors:** Finance  
**Indexes:** Millages, Taxes  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**  
A RESOLUTION APPROVING THE RECOMMENDATION OF THE JONESBORO POLICE PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION FUND

**Body**  
WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the duly qualified and acting Board of the Jonesboro Police Pension Fund has enacted and certified to the City Clerk a resolution finding that the regulated sum is necessary to discharge the functions of said Board in the year of 2013; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The City Council approves the resolution of the Jonesboro Police Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

**File #:** RES-12:177    **Version:** 1    **Name:** Millage for firemen's pension and relief fund  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 10/4/2012    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND  
**Sponsors:** Finance  
**Indexes:** Millages, Taxes  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**  
A RESOLUTION APPROVING THE RECOMMENDATION OF THE LOCAL FIREMENS PENSION BOARD AND TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION AND RELIEF FUND

**Body**  
WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the duly qualified and acting Board of the Fire Pension Fund has enacted and certified to the City Clerk a resolution finding that a regulated sum is necessary to discharge the functions of said Board in the year of 2013; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The City Council approves the resolution of the Fire Pension Fund board.

Section 2: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that

the same be collected in the same manner as other property taxes are collected.



## Legislation Details (With Text)

<b>File #:</b>	RES-12:178	<b>Version:</b>	1	<b>Name:</b>	Millage for public library tax
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2012	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Millages, Taxes				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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**Title**  
A RESOLUTION TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

**Body**  
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and,

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and,

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law;

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

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property the taxes are at the rate of 2 mills on the dollar and on all personal property, excepting household goods, the rate is 2 mills on the dollar.





Legislation Details (With Text)

**File #:** RES-12:179    **Version:** 1    **Name:** Support of amendments regarding collections of local sales and use taxes

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

**File created:** 10/4/2012    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

**Sponsors:** Finance

**Indexes:** Other

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

**Body**

Whereas, the Arkansas Department of Finance and Administration (DF&A) collects sales taxes levied by cities and counties in Arkansas under the same tax administration system that is used to collect State sales taxes, and as such, local taxes are "piggy backed" along with the collection of State sales taxes;

Whereas, the State withholds an administrative fee of 3% from local tax collections to fund the cost of such service which totaled approximately \$30 million in 2011;

Whereas, all taxing entities are entitled to have information about the collections produced by the taxes levied in order to monitor, evaluate, budget and project the tax collections to which they are entitled to receive;

Whereas, existing Arkansas law does not authorize or require DF&A to provide information to local governments that is useful and satisfactory to monitor, evaluate, budget and project local tax collections; and

Whereas, laws in neighboring states authorize and require the release of information that is satisfactory to serve the needs of local governments mentioned above which includes tax collections identified by specific taxpayer, and that the experience in such states demonstrates that related procedures and reports can be efficiently administered and produced, and that similar laws can be adopted and administered in Arkansas;

Resolved, that the City Council of Jonesboro, Arkansas supports amendments to Arkansas laws to authorize and require information to be provided to designated representatives of local governments that will permit them to fully and successfully monitor, evaluate, budget and project local tax collections;

That any information that can be identified with a specific taxpayer shall only be released following an agreement to keep such information confidential, and that such specific taxpayer information shall be exempt from release under the freedom of information laws of Arkansas; and

That the information will: (1) be made available for the monthly collections and calendar year to date, by regular mail, email or by dedicated online account at the option of local governments (in electronic worksheet or PDF format), not later than 30 days following the most recent monthly tax distribution; (2) include details and totals that will agree or reconcile to the related tax collections distributed by the State Treasurer to a local government for a particular month; and (3) be updated as required by subsequent adjustments due to refunds, rebates, additional tax payments and any other matter affecting the tax collected for a particular period.



## Legislation Details (With Text)

<b>File #:</b>	RES-12:180	<b>Version:</b>	1	<b>Name:</b>	Amend salary plan to change salary grade of youth sports coordinator
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2012	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>	Position - creation/amendment				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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**Title**  
A RESOLUTION TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE PURPOSE OF CHANGING THE SALARY GRADE AND RANGE FOR THE YOUTH SPORTS COORDINATOR  
**Body**  
WHEREAS, the City of Jonesboro City Salary & Administration was adopted by Resolution No. 09:201 and is currently in effect; and

WHEREAS, it is recommended by the Finance Committee, due to reorganization of the sports programs and to ensure appropriate duties of staff in the Parks & Recreation Department.

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

SECTION 1: The position of Youth Sports Coordinator be changed from a grade 116 to a grade 112 with a salary range of \$30,514 to \$45,770.