



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, February 3, 2015

5:20 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. New Business

Ordinances To Be Introduced

ORD-15:002 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF REPAIRS ON SANITATION TRUCK.

Sponsors: Finance

ORD-15:005 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO PURCHASE A USED BUCKET TRUCK FROM I-80 EQUIPMENT

Sponsors: Finance

Attachments: [I-80 Equipment Invoice](#)

Resolutions To Be Introduced

RES-14:231 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PURCHASE A FIRE TRUCK FOR THE CITY OF JONESBORO

Sponsors: Finance

RES-15:002 AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE ICAC13 SUB GRANT.

Sponsors: Grants

Attachments: [ICAC13 1st Continuation Subgrant Special Conditions.docx](#)

[ICAC13 1st Continuation Approved Subgrant Budget Detail Worksheet-JPD.xls](#)

[ICAC13 1st Continuation Sub Grant Agreement-JPD.doc](#)

[ICAC13 1st Continuation Subgrant Award Letter-JPD.pdf](#)

[Signed ICAC13 MOU-Jonesboro Police Department.pdf](#)

RES-15:003 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT WITH TOTAL LIFE HEALTHCARE FOR TRANSPORTATION SCHEDULING

Sponsors: Finance

Attachments: [Addendum to Contract between JETS and TLH for scheduling services](#)
[Addendum to Contract between JETS and TLH for scheduling services \(PDF\)](#)

RES-15:004 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: Finance

RES-15:005 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: Finance

RES-15:008 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR FILLING THE POSITION OF COMMUNICATIONS DIRECTOR IN COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Finance

4. Public Comments

5. Adjournment



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|---|
| File #: | ORD-15:002 | Version: | 1 | Name: | Waive bidding for repairs on Sanitation truck |
| Type: | Ordinance | Status: | | Status: | To Be Introduced |
| File created: | 1/22/2015 | In control: | | In control: | Finance & Administration Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF REPAIRS ON SANITATION TRUCK. | | | | |
| Sponsors: | Finance | | | | |
| Indexes: | Repairs, Waive competitive bidding | | | | |
| Code sections: | | | | | |
| Attachments: | | | | | |

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

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF REPAIRS ON SANITATION TRUCK.

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

SECTION ONE: That the City of Jonesboro, Arkansas needs to repair damage from a Peterbilt sanitation truck accident on Sept 26, 2014.

SECTION TWO: That said repairs may be purchased from Glover's Truck Parts & Equipment, a sole source, for the sum of \$38,214.38, to be paid from the Insurance reimbursement less deductible.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the Purchasing Agent to purchase the above described for the price set forth in Section 2 above.

SECTION FOUR: It is further found that due to immediate need to repair the truck, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.



Legislation Details (With Text)

File #: ORD-15:005 **Version:** 1 **Name:** Waive bidding to purchase a used bucket truck
Type: Ordinance **Status:** To Be Introduced
File created: 1/29/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO PURCHASE A USED BUCKET TRUCK FROM I-80 EQUIPMENT
Sponsors: Finance
Indexes: Property purchase - personal, Waive competitive bidding
Code sections:
Attachments: [I-80 Equipment Invoice](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE CITY OF JONESBORO TO PURCHASE A USED BUCKET TRUCK FROM I-80 EQUIPMENT

WHEREAS, the City of Jonesboro needs to purchase a used Versalift I240-2006 Ford F-650 4x2 Bucket Truck from I-80 Equipment for a price of \$54,900.00. The cost of the purchase of the equipment will be paid from the general fund.

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

SECTION ONE: That the City Council in accord with the terms of ACA Section 14-58-302 hereby waives the requirements of competitive bidding and directs the purchasing officer to purchase the above described truck for the price set forth above. Due to an immediate need to acquire the bucket truck and I-80 offering the used equipment at a competitive price, and due to the fact that this being used equipment, it is not feasible to bid this purchase.

SECTION TWO. That the Mayor Harold Perrin and the City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate this agreement.

SECTION THREE: It is further found that due to the immediate need to acquire this equipment and maintain the level of services an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety shall take effect from and after its passage and approval.

I-80 Equipment

YES152901

20490 E 550th Street
Colona, Illinois 61241

309-949-3701

QUOTE TO:

Name City of Jonesboro
Address P.O. Box 1845
City, St, ZIP Jonesboro, AR 72403

QUOTE NUMBER YES152901
QUOTE DATE JAN. 29, 2015
OUR ORDER NO.
YOUR ORDER NO.
TERMS

SHIPPED TO:

Name City of Jonesboro Maintenance
Address
City, St, ZIP Jonesboro, AR 72403

SALES REP SEAN YOUNG
SHIPPED VIA I-80 EQUIPMENT
F.O.B.
PREPAID or COLLECT Collect upon Delivery
unless customer pre-pays

Sales Tax Rate:

N/A

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|------------|--------------------|
| 1 | Versalift I240-2006 Ford F-650 4x2 Bucket Truck ST# 322713 | 52,500.00 | \$51,000.00 |
| 1 | New 2 Man Bucket and All Installation Hardware AT COST | 5,325.00 | \$3,800.00 |
| 1 | New 2 Man Bucket Liner | 800.00 | \$0.00 |
| 1 | Removal of Old Bucket and Installation of New 2 Man Bucket | 990.00 | \$0.00 |
| 1 | Completely Reconditioning By I 80 Equipment | 0.00 | 0.00 |
| 1 | Complete Federal DOT Inspection with Certification & Placard | 0.00 | 0.00 |
| 1 | Complete Dielectric Testing with Certification & Placard | 0.00 | 0.00 |
| 1 | Complete OSHA/ANSI Boom Inspection With Certification & Placard | 0.00 | 0.00 |
| 1 | 30 Day 3,000 Mile Major Engine, Drivetrain and PTO Warranty | 0.00 | 0.00 |
| 1 | Documentation Fee | 100.00 | 100.00 |
| 1 | Delivery to City of Joneboro...Jonesboro, AR 72403 | 0.00 | 0.00 |
| 1 | Complete Training and Operations Video Provided | 0.00 | 0.00 |
| 1 | I will add Fire Extinguisher, wheel chokes, Triangle, Bucket Cover | 0.00 | 0.00 |
| Sean Young X _____ <i>Sean E. Young</i> | | SUBTOTAL | 54,900.00 |
| | | TAX | 0.00 |
| | | FREIGHT | 0.00 |
| TOTAL COST | | | \$54,900.00 |

This quote is for the above mentioned truck and can not be changed without the consent of the customer for which it was intended

Please direct all inquires to sean@i80equipment.com or jordan@i80equipment.com

THANK YOU FOR YOUR BUSINESS!



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---|
| File #: | RES-14:231 | Version: | 1 | Name: | Request for CWL to purchase a fire truck for the city |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 12/23/2014 | In control: | | In control: | Finance & Administration Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PURCHASE A FIRE TRUCK FOR THE CITY OF JONESBORO | | | | |
| Sponsors: | Finance | | | | |
| Indexes: | Other, Property purchase - personal | | | | |
| Code sections: | | | | | |
| Attachments: | | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PURCHASE A FIRE TRUCK FOR THE CITY OF JONESBORO WHEREAS City Water & Light (CWL) has determined and declared a surplus and;

WHEREAS the City of Jonesboro is in need of a fire truck and;

WHEREAS CWL desires to donate three hundred thousand dollars (\$300,000) towards purchase of the truck;

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

1. CWL is hereby requested to donate three hundred thousand dollars (\$300,000) out of its surplus funds to be used to purchase a fire truck for the City of Jonesboro.
2. That Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute the necessary documents to effectuate this donation.



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|--|
| File #: | RES-15:002 | Version: | 1 | Name: | Agreement with the State Police for the ICAC13 Sub Grant |
| Type: | Resolution | Status: | | | To Be Introduced |
| File created: | 1/8/2015 | In control: | | | Finance & Administration Council Committee |
| On agenda: | | Final action: | | | |
| Title: | AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE ICAC13 SUB GRANT. | | | | |
| Sponsors: | Grants | | | | |
| Indexes: | Grant | | | | |
| Code sections: | | | | | |
| Attachments: | ICAC13 1st Continuation Subgrant Special Conditions.pdf ICAC13 1st Continuation Approved Subgrant Budget Detail Worksheet-JPD.pdf ICAC13 1st Continuation Sub Grant Agreement-JPD.pdf ICAC13 1st Continuation Subgrant Award Letter-JPD.pdf Signed ICAC13 MOU-Jonesboro Police Department.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS STATE POLICE FOR THE ICAC13 SUB GRANT.

Whereas, the City of Jonesboro was awarded a grant from the Arkansas State Police in the amount of \$21,330.42 for the Jonesboro Police Department's ICAC Unit; and

Whereas, this grant is 100% federally funded and no local match is required; and

Whereas, this grant is budgeted in the FY 2015 budget.

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

Section 1: The City of Jonesboro will enter into agreement with the Arkansas State Police to accept the 2013 ICAC Sub Grant in the amount of \$21,330.42 and all funds will be spent according to the grant agreement; and

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

ICAC13 1st Continuation Subgrant

Special Conditions

1. You, as the subrecipient, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either 1) submitted false claims for grant funds under the False Claims Act or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub recipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, D.C. 20530

Email:

oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800)-869-4499

Or fax: (202) 616-9881

Additional Information is available from the DOJ OIG website at www.usdoj.gov/oig

2. You, as the subrecipient, agree to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). You, as the subrecipient, also agree to comply with applicable restrictions on sub awards to first-tier sub recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipients obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here.

3. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages you as the sub recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
4. You, as the subrecipient, understand and agree that any training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
5. Prior to the expenditure of confidential funds, you, as the subrecipient, agree to sign a certification indicating that you have read, understand, and agree to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.
6. You, as the subrecipient, agree to provide information to the pass-through entity, the Arkansas State Police (ASP), so that the pass-through agency can comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the subrecipient agency. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of the pass-through recipient’s obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executives Compensation), and are incorporated by reference here.
7. You, as the subrecipient, acknowledge that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize other to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

You, as the subrecipient, acknowledge that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. “Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-General).

It is the responsibility of the pass-through entity, the ASP), to ensure this condition is included as a special condition in any subaward awarded to you.

The pass-through entity, the ASP, also has the responsibility to obtain from you, the subrecipient, from your contractors, and from your subcontractors (if any) all rights and data necessary to fulfill the pass-through entity's obligations to the Government under this award. If you, as the subrecipient, your contractors, or your subcontractors refuse to accept these terms affording the Government such rights, the pass-through entity, the ASP, is required to promptly bring such refusal to the attention of the OJP program manager for this award and not proceed with this subgrant agreement without further authorization from the OJP program office.

END OF SPECIAL CONDITIONS

JONESBORO POLICE DEPARTMENT
APPROVED BUDGET DETAIL WORKSHEET
Subgrant Award # ICAC13-C1-07
Award Period: July 1, 2014 - June 30, 2015

| Character 02 - Maintenance and Operations (any single item less than \$5K) | | | | | | | |
|---|---------------------------|-----------------|----------------------------|--------------------------------|------------------------|--|-----------------------------|
| | Supplies and Items | Quantity | | Estimated Cost Per Item | | | Total Estimated Cost |
| 1 | | | | | | | 0.00 |
| | | | <i>Estimated Sales Tax</i> | \$0.09 | | | 0.00 |
| 2 | | | | | | | 0.00 |
| | | | <i>Estimated Sales Tax</i> | \$0.09 | | | 0.00 |
| | | | | | | | 0.00 |
| Character 03 - Fringe Benefits | | | | | | | |
| | Name/Position | | | Computation | | | |
| 1 | | | | | | | |
| | | | | | | | 0.00 |
| Character 06 - Overtime | | | | | | | |
| | Name/Position | | Computation | Hourly Rate | Number of Hours | | |
| 1 | | | | | | | |
| | | | | | | | 0.00 |

JONESBORO POLICE DEPARTMENT
APPROVED BUDGET DETAIL WORKSHEET
Subgrant Award # ICAC13-C1-07
Award Period: July 1, 2014 - June 30, 2015

| Character 9 - Travel / Training / Tuition | | | | | | | | |
|--|--------------------------|-----------------|---------------------------------------|----------------------------------|------------------------|-----------------------|----------------------------|-----------------------------|
| | <u>Purpose of Travel</u> | <u>Location</u> | <u>Item</u> | <u>Estimated Cost Per Person</u> | <u>Number of Trips</u> | <u>Number of Days</u> | <u>Number of Travelers</u> | <u>Total Estimated Cost</u> |
| 1 | ICAC National Conference | TBD | Airfare | 600.00 | 1 | 0 | 1 | 600.00 |
| | | | Travel Day Meals - GSA Published | 53.25 | 1 | 2 | 1 | 106.50 |
| | | | Standard Meal Rate - GSA Published | 71.00 | 1 | 3 | 1 | 213.00 |
| | | | Other (Ground Transportation) | 50.00 | 2 | 0 | 1 | 100.00 |
| | | | GSA Published Lodging + Estimated Tax | 178.18 | 1 | 4 | 1 | 712.72 |
| | | | Registration | | | | 1 | |
| | | | <i>Total</i> | | | | | 1,732.22 |
| | | | | | | | | 1,732.22 |
| 2 | | | Airfare | | 1 | 0 | 0 | 0.00 |
| | | | Travel Day Meals - GSA Published | | 1 | 2 | 0 | 0.00 |
| | | | Standard Meal Rate - GSA Published | | 1 | 5 | 0 | 0.00 |
| | | | Other (Ground Transportation) | | 2 | 0 | 0 | 0.00 |

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| Trip 2 Net Total |
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| Travel /Training / Tuition Net Total |
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| Capital (Equipment) Net Total |
| |
| Net Total (All Categories) |

ARKANSAS STATE POLICE
SUBGRANT AGREEMENT



Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Stan Witt
Director

Sub Grant Agreement

Sub Grant Number ICAC13-C1-07 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Jonesboro Police Department
Address: 410 West Washington Ave.
City: Jonesboro State: AR Zip Code: 72401
Employer Identification Number or Social Security Number: 71-6013749
AASIS Vendor # 100102060 Purchase Order #(s) _____

Recipient Contact Name, Title, & Phone: Gary Shackelford (870) 935-6710
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on July 1, 2014 and will end on June 30, 2015
In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

| FUND | FUND CENTER | COMMITMENT ITEM | COST CENTER | GENERAL LEDGER | WBS | INTERNAL ORDER | AMOUNT |
|---------|-------------|-----------------|-------------|----------------|------------------|----------------|--------------|
| FLA8401 | 521 | 501:00:04 | 456869 | 5100001000 | F.0960.ICAC-13-S | | \$ 21,330.42 |

Total Grant Amount: \$ 21,330.42

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

**ARKANSAS STATE POLICE
SUBGRANT AGREEMENT**

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543

Title of Grant Arkansas Internet Crimes Against Children Investigations/Forensics

Grant Status: Discretionary

Discretionary, but exempt

Non-Discretionary

If Discretionary but exempt, indicate reason for exemption

Purpose of Grant: To enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

| Attachment No. | Description |
|----------------|---------------------------|
| 1 | Memorandum of Agreement |
| 2 | Detailed Budget Worksheet |
| 3 | Special Conditions |

V. CANCELLATION:

- A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

ARKANSAS STATE POLICE SUBGRANT AGREEMENT

- E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. **PROGRAM OPERATION:**

- A. **PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).
- B. **STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. **SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. **INFORMATION AND RECORDS:**

- A. **ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. **RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..
- C. **CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.
- D. **FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

IX. **FISCAL PRACTICES**

- A. **CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.
- B. **NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.
- C. **BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.
- D. **LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

**ARKANSAS STATE POLICE
SUBGRANT AGREEMENT**

E. PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL: Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. AUDIT REQUIREMENT: Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. RECOVERY OF FUNDS: The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

X. AMENDMENT:

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. CERTIFICATION AND SIGNATURE:

A. SIGNATURES:

| | |
|---|-------|
| <u>Signature of Subgrant Agreement Recipient Authorized Representative</u> | |
| Signature of Recipient Authorized Representative | Date |
| Printed Name of Recipient Authorized Representative | Title |
| In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient. | |

| | |
|---|-------|
| <u>Signature of ASP Agency Authorized Representative</u> | |
| Signature of ASP Authorized Representative | Date |
| Printed Name of ASP Authorized Representative | Title |

Program Agency (ASP)

Program Contact Person: Captain Steven A. Coppinger

Phone: (501) 618-8850

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8335



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"

Mike Beebe
Governor

Stan Witt
Director

ARKANSAS
STATE POLICE
COMMISSION

Daniel "Woody" Futrell
Chairman
Nashville

Wallace Fowler
Vice-Chairman
Jonesboro

Frank Guinn, Jr
Secretary
Paragould

Dr. Lewis Shepherd
Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

December 10, 2014

Jonesboro Police Department
Gary Shackelford
410 West Washington Ave.
Jonesboro, AR 72401

Re: Subgrant Award Notification

Dear Mr. Shackelford:

It is my pleasure to inform you that portions of your application for funding under award number 2013-MC-FX-K026 have been approved.

Subgrant Award Number: ICAC13-C1-07

Award Period: July 1, 2014 – June 30, 2015

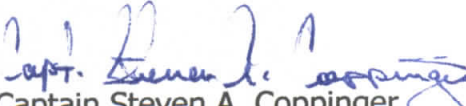
Amount of Award: \$ 21,330.42

Please note, this award is subject to all special conditions outlined in your Memorandum of Understanding and Subgrant Agreement.

Any questions regarding this award should be addressed to me or Ronda Barentine. Ronda can be reached at 501-618-8373.

Congratulations and we look forward to working with you.

Sincerely,


Captain Steven A. Coppinger
Assistant Division Commander
Criminal Investigation Division
Arkansas State Police

Enclosures: Subgrant Agreement with Special Conditions
Subgrant Budget Detail Worksheet
Memorandum of Understanding



Arkansas State Police
Internet Crimes Against Children Task Force
1 State Police Plaza Drive
Little Rock, Arkansas 72209



AFFILIATE AGENCY MEMORANDUM OF UNDERSTANDING

Section 1: Introduction

In 2008, Congress passed, and President Bush signed, the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008 (the "PROTECT Our Children Act" or the "Act"). This Act requires the U.S. Department of Justice (DOJ) to formulate and implement a National Strategy to combat child exploitation.

To address the threat to our nation's children, the National Strategy focuses on the following types of child exploitation: (1) child pornography, often called images of child sexual abuse; (2) online enticement of children for sexual purposes; (3) commercial sexual exploitation of children, and (4) child sex tourism.

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) within DOJ's Office of Justice Programs (OJP), oversees the disbursement of grants to federal, state, and local agencies to aid in the fight against child exploitation. OJJDP's efforts provide communication and coordination to the Internet Crimes Against Children (ICAC) Task Force Program; a fundamental component of our Nation's fight against child exploitation. Since 1998, OJJDP has funded the ICAC Task Force Program, a collection of 61 separate task forces throughout the country, to coordinate federal, state, and local investigative and prosecutorial response to child exploitation. The Arkansas ICAC (ARICAC) is a part of the national ICAC Task Force Program.

The *Jonesboro Police Department* recognizes the need for interagency communication and coordination of efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. Toward that end, this Memorandum of Understanding (MOU), dated December 19, 2013, is entered into by and between the Arkansas State Police (ASP), the sponsoring agency of ARICAC, and the *Jonesboro Police Department*, who, upon acceptance of all terms and conditions contained herein, will become an ARICAC affiliate agency. This MOU shall remain in full force and effect beginning on the date of signature by the Director of the ASP and continuing until the expiration of Award Number 2013-MC-FX-K026. However, this MOU may be terminated for any reason and at any time by the ASP. In addition, the head of the *Jonesboro Police Department* may terminate

the MOU and withdraw from the ARICAC Task Force at any time by providing written notification of such intent to the ARICAC Commander and/or the Director of the ASP.

Section 2: Purpose

The purpose of this MOU is to provide a communication and coordination structure for the *Jonesboro Police Department*, an ARICAC affiliate agency, to enhance its efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. And because internet crimes against children and technology-facilitated child exploitation transcend traditionally recognized geographical boundaries, the *Jonesboro Police Department* authorizes its commissioned officers assigned to ARICAC to travel and work ICAC crimes, as necessary, originating and/or terminating inside or outside their normal geographical areas of responsibility (AOR).

Section 3: Policies and Procedures

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees to comply fully with all Operational and Investigative Standards¹ promulgated by the DOJ for the ICAC Program. The most updated copy of the Operational and Investigative Standards, updated May 31, 2011, are attached to this MOU as Appendix A. Specifically, the *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees to follow Operational and Investigative Standard 2 in selecting suitable commissioned officers for assignment to the ARICAC Task Force. Once suitable commissioned officers have been selected² for assignment to the ARICAC Task Force, those selected shall be required to read and comply with all Operational and Investigative Standards.³

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees to select and identify one of its commissioned officers as its ICAC coordinator. The affiliate agency ICAC coordinator serves as the primary point-of-contact by and between the ASP, the ARICAC Task Force, the affiliate agency, and the

¹ The Operational and Investigative Standards were developed through a national ICAC Working Group and are considered best practices for the ICAC program. While nationally recognized and widely copied for law enforcement use both inside and outside the ICAC program, the Operational and Investigative Standards are Law Enforcement Sensitive (LES).

² The affiliate agency is responsible to provide commissioned officers selected for assignment to the ARICAC Task Force vehicles, pagers, radios, weapons, body armor, cellular telephones, notebook computers for report writing, etc. The ARICAC Task Force will provide investigative and forensic preview tools and software commensurate with the commissioned officers level of training and experience.

³ See Operational and Investigative Standard 3.1.

community within the ICAC coordinator's AOR⁴. One of the most important duties of the affiliate agency ICAC coordinator is the compiling of the performance measures of the affiliate agency's ICAC related operations each month. Once compiled by the affiliate agency ICAC coordinator, the performance measures for the month being reported should be submitted by the affiliate agency ICAC coordinator to the ARICAC Task Force Senior Intelligence Analyst at ASP Headquarters in Little Rock before the 10th day of the next month.⁵ (For example, the affiliate agency's performance measures collected from March 1st through March 31st should be compiled and submitted using the ICAC Monthly Performance Measures Report no later than April 10th.) Finally, the affiliate agency ICAC coordinator may be required, on an infrequent basis, to submit other ancillary statistical information and/or reports by the ASP, the ARICAC Task Force, or the OJJDP.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, is eligible to have its commissioned officers assigned to the ARICAC Task Force participate in ICAC sponsored training both in-state and out-of-state hosted by the OJJDP, the National White Collar Crime Center (NW3C), and other federal partners. Costs for travel, lodging, meals, and training are generally covered by ICAC funding and are reimbursable to either the affiliate agency or to the commissioned officer in accordance with federal, state, and ASP travel and meal reimbursement statutes, policies, and procedures. All other expenses are the sole responsibility of the affiliate agency and/or the commissioned officer.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, is entitled to access to ARICAC information and data systems for case deconfliction, information sharing, assistance requests, data archival/retrieval, and for other ICAC related purposes. This access is coordinated and managed by the ASP Cyber Crimes Unit (of which the ARICAC Task Force is a part) Supervisor.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force will, at a minimum, conduct reactive investigations in response to: citizen complaints, CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the ASP or other intra-state or inter-state ICAC Task Force affiliate agencies, and referrals from other law enforcement agencies who may not be an affiliate agency. Reactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

⁴ As the point-of-contact to the community, the ICAC coordinator represents the state and national ICAC program within the community by providing prevention education activities to children, parents, educators, and others concerned about child safety issues. See Operational and Investigative Standard 7.1 – 7.2.

⁵ See Operational and Investigative Standard 4.2.2.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force may, based upon investigative need, conduct proactive investigations (i.e. online chat cases, Peer-2-Peer (P2P) cases, and classified advertisement cases). Proactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force shall fully participate in any and all nationally coordinated ICAC investigations.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, understands and agrees that the ASP and/or another ARICAC affiliate agency may provide forensic support for any and all of the affiliate agency's ICAC investigations. All forensic support services provided by the ASP and/or another ARICAC affiliate agency conforms to national ICAC best practices. Should the *Jonesboro Police Department*, as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Jonesboro Police Department* also agrees to offer such services in conformance with national ICAC best practices.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that identifying child victims is a critical element of the ICAC Program and understands that the DOJ and the OJJDP requires all affiliate agencies to submit child victim images, graphics, video files, etc., to NCMEC's Child Victim Identification Program (CVIP). Should the *Jonesboro Police Department*, as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Jonesboro Police Department* agrees to submit all child victim images, graphics, video files, etc., discovered to NCMEC's CVIP.⁶

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force, to be fully effective in their ICAC investigative efforts, must work either full-time (a minimum of 40 hours per week) or half-time (a minimum of 20 hours per week) to prevent, interdict, investigate, and prosecute internet crimes against children. All commissioned officers from affiliate agencies located within the federally designated Western District of Arkansas and Eastern District of Arkansas work ICAC related crimes under the direction and guidance of federal partners and an ASP special agent designated as the Task Group Leader. The Western District of Arkansas Task Group Leader is operationally located in

⁶ See Operational and Investigative Standard 6.

Springdale. The Eastern District of Arkansas Task Group Leader is operationally located in Little Rock.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, is eligible to apply as a subrecipient to the ASP for federal ICAC grant funding made available by OJJDP when such monies are available and when invited to do so.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees to comply fully with all rules, regulations, and requirements contained within the 2013 Financial Guide ⁷ promulgated by the DOJ, OJP's Office of the Chief Financial Officer. The 2013 Financial Guide is attached to this MOU as Appendix B. The 2013 Financial Guide serves as a primary reference manual to assist award recipients (ARICAC and all ARICAC affiliate agencies) in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. More specifically, the 2013 Financial Guide contains specific procedures ARICAC affiliate agencies must follow in the acquisition, retention, use, and disposal of property and equipment that subrecipients obtain with federal monies. In addition, the 2013 Financial Guide requires subrecipients (ARICAC affiliate agencies) to adhere to all applicable financial management laws within the State of Arkansas.

Therefore, the *Jonesboro Police Department*, as an ARICAC affiliate agency, also agrees to comply fully with all laws, policies, regulations, and procedures contained within the State of Arkansas, Department of Finance and Administration (DFA), Office of Accounting (OA) Financial Management Guide (Effective August 8, 2013)⁸ published by the DFA. The Financial Management Guide (Effective August 8, 2013) contains specific statutes, policies, and procedures ARICAC affiliate agencies must follow with respect to travel regulations⁹, property and equipment inventory¹⁰, and purchasing and contracts¹¹.

⁷ The 2013 Financial Guide is provided for the use of all recipients (ASP) and all subrecipients (ARICAC affiliate agencies) of federal grant programs administered by the OJP. The guide serves as a compilation of various laws and regulations governing DOJ grants financial management and administration.

⁸ The Financial Management Guide (Effective August 8, 2013) is published by the DFA Director to comply with Ark. Code Ann. § 19-1-209(a) and resides on the DFA web site at: <http://www.dfa.arkansas.gov/offices/accounting/financialManagementGuide/Pages/default.aspx>.

⁹ See Ark. Code Ann. § 19-4-901 and Policies/Regulations (R) 1-19-4-901 - R9-19-4-904 (pp. 98-113).

¹⁰ See Ark. Code Ann. § 19-4-1501 – 19-4-1503, R1-19-4-1503, and Appendices P1-19-4-1503 – P2-19-4-1503 (pp. 156 – 163).

Section 4: Updates to the MOU

This MOU may be modified at any time by written consent of the ASP and the Jonesboro Police Department, as an ARICAC affiliate agency. However, updates to this MOU have no force or effect until such updates are reduced to writing and signed by both the head of the affiliate agency and the Director of the ASP.

Section 5: Signatures

Approved Stan Witt
Colonel Stan Witt, Director
Arkansas State Police

Date 1/17/14

Approved Michael Yates
Chief Michael Yates
Jonesboro Police Department

Date 1-15-14

Detective Wes Baxter

Wesley Baxter

Eric Ward

Ernest Ward

Sgt. Gary Snackerford
GARY SNACKERFORD

Brandon King
Brandon King

¹¹ See Ark. Code Ann. § 19-11-217, R1-19-11-217, Ark. Code Ann. § 19-11-238, R1-19-11-238, Ark. Code Ann. § 19-11-243, and R1-19-11-243 (pp. 241 - 253).



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|---|
| File #: | RES-15:003 | Version: | 1 | Name: | Amend contract with Total Life Healthcare for transportation scheduling |
| Type: | Resolution | Status: | | Status: | To Be Introduced |
| File created: | 1/9/2015 | In control: | | In control: | Finance & Administration Council Committee |
| On agenda: | | Final action: | | Final action: | |
| Title: | RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT WITH TOTAL LIFE HEALTHCARE FOR TRANSPORTATION SCHEDULING | | | | |
| Sponsors: | Finance | | | | |
| Indexes: | Contract | | | | |
| Code sections: | | | | | |
| Attachments: | Addendum to Contract between JETS and TLH for scheduling services Addendum to Contract between JETS and TLH for scheduling services (PDF) | | | | |

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT WITH TOTAL LIFE HEALTHCARE FOR TRANSPORTATION SCHEDULING

WHEREAS, the City of Jonesboro, Arkansas has an existing contract with Total Life Healthcare to provide transportation scheduling and TLH desires to amend the existing contract; and

WHEREAS, said amendment shall provide two additional Route Match TS vehicle licenses for a total cost of \$1,850.00 to be paid by TLH. In addition TLH shall pay the total expense of the RouteMatch Maintenance Fee in the amount of \$2,312.00 which is an increase of \$370.00 from the previous contract;

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

1. The City of Jonesboro hereby approves the Amended Contract for scheduling services with Total Life Healthcare.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

ADDENDUM TO EXISTING CONTRACT FOR SCHEDULING SERVICES

This document is in reference to a contract agreement dated August 1, 2014 between the Jonesboro Economical Transportation System (JETS) and Total Life Healthcare (TLH).

May it be known that the undersigned parties do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

2e

Two additional Route Match TS vehicle licenses-Total cost-\$1,850.00, to be paid by Total Life Healthcare.

3a.

Total Life Health Care shall pay the entire costs of the RouteMatch-Maintenance fee of Two thousand three hundred and twelve dollars (\$2,312.00) in the month that JETS receives its invoice from RouteMatch, in no event less than ninety days (90) after the invoice is received by JETS and submitted by JETS to Total Life Healthcare.

ENTERED INTO on this ___ day of _____, 2015.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: _____

BY: _____

MAYOR HAROLD PERRIN

ATTEST CITY CLERK DONNA JACKSON

ADDENDUM TO EXISTING CONTRACT FOR SCHEDULING SERVICES

This document is in reference to a contract agreement dated August 1, 2014 between the Jonesboro Economical Transportation System (JETS) and Total Life Healthcare (TLH).

May it be known that the undersigned parties do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

2e

Two additional Route Match TS vehicle licenses-Total cost-\$1,850.00, to be paid by Total Life Healthcare.

3a.

Total Life Health Care shall pay the entire costs of the RouteMatch-Maintenance fee of Two thousand three hundred and twelve dollars (\$2,312.00) in the month that JETS receives its invoice from RouteMatch, in no event less than ninety days (90) after the invoice is received by JETS and submitted by JETS to Total Life Healthcare.

ENTERED INTO on this ___ day of _____, 2015.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: _____

BY: _____

MAYOR HAROLD PERRIN

ATTEST CITY CLERK DONNA JACKSON



Legislation Details (With Text)

File #: RES-15:004 **Version:** 1 **Name:** Endorsing TeleTech for the Tax Back Program
Type: Resolution **Status:** To Be Introduced
File created: 1/22/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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: Finance
Indexes: Tax Back Program
Code sections:
Attachments:

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

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).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use tax as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, TeleTech Services Corporation located at 2908 S. Caraway Rd., Jonesboro, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from adding equipment and making building renovations to the specific facility; and

WHEREAS, TeleTech Services Corporation, has agreed to furnish the local government all necessary information for compliance.

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

1. TeleTech Services Corporation, be endorsed by the City Council of Jonesboro, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to TeleTech Services Corporation.
3. This resolution shall take effect immediately.



Legislation Details (With Text)

File #: RES-15:005 **Version:** 1 **Name:** Endorsing Colson Caster for the Tax Back Program
Type: Resolution **Status:** To Be Introduced
File created: 1/22/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: 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: Finance
Indexes: Tax Back Program
Code sections:
Attachments:

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

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).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use tax as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, Colson Caster, LLC located at 3700 Airport Road, Jonesboro, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from adding equipment to the specific facility; and

WHEREAS, Colson Caster, LLC, has agreed to furnish the local government all necessary information for compliance.

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

1. Colson Caster, LLC, be endorsed by the City Council of Jonesboro, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Colson Caster, LLC.
3. This resolution shall take effect immediately.



Legislation Details (With Text)

File #: RES-15:008 **Version:** 1 **Name:** Authorizing salary recommendation for Communications Director position in Mayor's Office

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

File created: 2/2/2015 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR FILLING THE POSITION OF COMMUNICATIONS DIRECTOR IN COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

Sponsors: Finance, Finance

Indexes: Position - creation/amendment

Code sections:

Attachments:

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR'S SALARY RECOMMENDATION FOR FILLING THE POSITION OF COMMUNICATIONS DIRECTOR IN COMPLIANCE WITH THE SALARY SCHEDULE AND ADMINISTRATION POLICY

WHEREAS, Resolution Number 09:201 adopted the City Salary & Administration Plan; and

WHEREAS, the Salary Schedule and Administration policy requires any salary recommendation greater than the halfway point between minimum and mid-point, of any salary range of the grade to be approved by the Mayor and City council; and

WHEREAS, the position Communications Director with a pay grade of 119 has the following pay range:

| | | |
|----------|----------|----------|
| Minimum | Midpoint | Maximum |
| \$44,334 | \$55,416 | \$66,500 |

NOW THEREFORE, BE IT RESOLVED BY THE JONESBORO CITY COUNCIL, that the starting salary for the position of Communications Director be approved at \$55,416, which is \$5,541 above the halfway point between minimum and midpoint of the pay range for the pay grade of 119 as established by the Salary Schedule and Administration Policy.