



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, May 27, 2014

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-14:042](#) Minutes for the Finance Committee meeting on April 22, 2014

Attachments: [Minutes](#)

[MIN-14:048](#) Minutes for the special called Finance Committee meeting on May 8, 2014

Attachments: [Minutes](#)

[MIN-14:056](#) Minutes for the special called Finance Committee meeting on May 20, 2014

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-14:030](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF THE UPGRADE AND EXPANSION OF THE COMPELLENT SAN STORAGE FROM RITTER COMMUNICATIONS

Sponsors: Information Systems

Attachments: [Quote](#)

Resolutions To Be Introduced

[RES-14:038](#) A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE MIRACLE LEAGUE OF JONESBORO

Sponsors: Parks & Recreation

[RES-14:059](#) A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

Sponsors: Parks & Recreation

Attachments: [image0001](#)

RES-14:064 RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2014 DEPARTMENT OF JUSTICE JAG (JUSTICE ASSISTANCE GRANT) GRANT

Sponsors: Grants

RES-14:070 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2013 TRAILS FOR LIFE GRANT PROGRAM

Sponsors: Grants

Attachments: [Agreement.pdf](#)

RES-14:072 A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

Sponsors: Parks & Recreation

Attachments: [EAB agreement](#)

RES-14:074 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR A VISTA GRANT

Sponsors: Grants

Attachments: [Agreement.pdf](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:042 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/23/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on April 22, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on April 22, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes - Draft Finance & Administration Council Committee

Tuesday, April 22, 2014

4:00 PM

Municipal Center

1. Call To Order

Mayor Perrin was also in attendance.

2. Roll Call by City Clerk Donna Jackson

Present 3 - John Street; Darrel Dover and Charles Coleman

Absent 1 - Ann Williams

3. Approval of minutes

MIN-14:031 Minutes for the Finance Committee meeting on March 25, 2014

Attachments: [Minutes](#)

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.

Aye: 3 - John Street; Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

4. New Business

Ordinances To Be Introduced

ORD-14:022 AN ORDINANCE AMENDING ORDINANCE 3221 AND CALLING A SPECIAL ELECTION IN THE CITY OF JONESBORO, ARKANSAS, ON THE QUESTION OF REMOVING THE RESTRICTION ON SPENDING ONE HALF (1/2) OF THE CURRENT SALES AND USE TAX, FROM CAPITAL IMPROVEMENT OF A PUBLIC NATURE AND DIRECTING IT FOR GENERAL OPERATING PURPOSES, PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

Sponsors: Mayor's Office

Attachments: [Presentation](#)

Councilman Coleman inquired if this will be on the election ballot. Chief Financial

Officer Ben Barylske answered yes. He discussed a PowerPoint Presentation. He added the City's current tax rate is 1.5% and the Public Safety tax expires on December 31, 2014.

Further discussion was held concerning the tax rate.

Mr. Barylske stated the City can go forward without the Public Safety tax. He added the City is proposing removing the restrictions on the permanent .5% tax and put it in the General Fund. He further added the City still has \$4 million to \$4.5 million in the Capital Improvement Fund. He explained within the next 2 years the City will still have fairly large obligations, but will have enough money to make it through 2016.

Councilman Coleman asked if there would be a certain place to put the funds for the General Fund and the Capital Improvement Fund. Mr. Barylske answered no, but the city will still meet with the Engineering and Street Departments to allocate funds in the Capital Improvement Funds.

Councilman Dover inquired what the Capital Improvement Funds balance is. Mr. Barylske answered currently the balance is \$7.5 million.

Councilman Dover then asked how much of the Capital Improvement Fund has been allocated for obligations for this year. Mr. Barylske answered \$7.1 million. He added the balance of \$7.5 million is as of today, but does not include the rest of the year. He noted the changes would not go into effect until January 1, 2015.

Mr. Barylske noted the ordinance will be done in 3 separate readings.

Discussion was held concerning the city's reserves. Mr. Barylske stated the city has 6 to 8 months worth of funds to operate the city on without any other income.

Councilman Street asked if this would affect the city's emergency reserves. Mr. Barylske answered salaries account for 20% of the funds, but they have a plan to fill the holes.

Discussion was held concerning how to allocate the funds next year.

Councilman Street inquired when the city's debts would be paid off. Mr. Barylske answered the landfill will be paid off in 2015 and 1st Integrity will be paid off in 2016.

Mayor Perrin explained he will hold public hearings to let the citizens know about the changes that will take place. He added after reviewing the budget he feels like the city can give the tax back to the citizens. He said the budget will be tighter in 2015 and 2016, but thinks it is a good plan. He noted the city couldn't put the sales tax question on the ballot with the school board election. Assistant City Attorney Duncan explained the County Election Commission recommended not putting the sales tax question on the ballot with the school board election because they don't know if they will open the polls.

Mayor Perrin stated the city is just asking to put all of the funds in the General Fund, but will still take care of the Capital Improvement Fund.

Councilman Dover inquired how the City will handle funding big projects. Mayor Perrin answered anything the city does in the future should be project specific. He added the city will fund the projects by having a sales tax specific to each particular project. He further explained you can't run a city on a temporary sales tax.

Mr. Barylske explained certain projects are too large for the city to fund, so a sales would be required to fund the project.

Harold Carter, 902 Tony Drive, stated the city needs to start acquiring new property for future parks. He added he is not sure if there will be enough money in the Capital Improvement Fund to do that. Mr. Barylske explained the city will be able to use the General Fund money for those projects too.

Mr. Carter noted he is concerned that there will not be enough funds for the parks. Mayor Perrin stated the Parks Department will have to look at the budget each year to determine where the parks are needed. He added he has spoke with NEA Baptist about giving the City some land for parks near the new hospital. He further explained the city is trying to sell property they don't need and that money could go to fund parks.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

ORD-14:023 AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE POLICE DEPARTMENT BUDGET

Sponsors: Finance

Mr. Barylske explained a police officer is retiring and his retirement was not budgeted for. He added the funds are for the retirement of the police officer and to train someone to take his position.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

ORD-14:024 AN ORDINANCE TO AMEND THE 2014 BUDGET FOR THE CITY OF JONESBORO TO APPROPRIATE MONEY FOR THE ENGINEERING DEPARTMENT'S BUDGET

Sponsors: Finance

Mr. Barylske stated this is for promotion of an employee in the Engineering Department. He added the promotion cost is approximately \$2,400 a year.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

Resolutions To Be Introduced

RES-14:037 A RESOLUTION GRANTING AN EASEMENT TO CITY WATER & LIGHT

Sponsors: Mayor's Office

Attachments: [Exhibit A](#)
[Exhibit B](#)
[Property Damage - Easement Agreement](#)

Councilman Street asked if this is for the sewer project by Hytrol. Mayor Perrin answered yes.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

RES-14:039 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH HANDS ON NETWORK FOR THE FY 2014 ALTRIA "DAY OF SHARING" GRANT PROGRAM

Sponsors: Grants

Attachments: [Agreement Completed 2014 Altria NGO Agreement \(Part 1 of 3\)- City of Jonesboro.doc](#)

Grants Administrator Heather Clements explained that Altria is a private company that partners with the non-profit Hands on Network. She added the City applied for a project at Parker Park and was awarded \$10,500 in supplies and 45 volunteers for one day to do the project.

Councilman Dover asked what the cost is to the City. Ms. Clements answered the City will pay the cost upfront, but will be reimbursed for it.

A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

5. Pending Items

6. Other Business

RES-14:048 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE HISPANIC COMMUNITY SERVICES, INC FOR THE PURPOSES OF EXPENDING APPROVED CDBG FUNDS

Sponsors: Grants

Attachments: [Hispanic Service Center Agreement Revised 4 18 2014.pdf](#)

Councilman Street motioned, seconded by Councilman Coleman, that this resolution be placed on tonight's Finance agenda. All voted aye.

Ms. Clements explained part of the previously approved 2013 CDBG Action Plan included \$130,000 for Hispanic Community Services, Inc. for land acquisition to build a new facility. She further explained for various reasons they were unable to purchase the property they wanted, but purchased property on Cate Street for \$95,000. She added the City received approval from HUD to revise the funds and this agreement acknowledges that the City agrees to the revision. She stated the agreement also protects the City in case Hispanic Community Services, Inc. does not fulfill the agreement by June 30, 2018, and in that case they will have to return the funds. If they don't return the funds the City will be responsible for returning the funds. She noted Assistant City Attorney Carol Duncan wrote the agreement.

Councilman Street asked how the City will make sure they get the money back. Ms. Clements answered due to the agreement Hispanic Community Services, Inc. would have to make notes to the City or the City could sell the land to recover the funds. Assistant City Attorney Duncan stated there the agreement does not state the City gets the land, but if it came down to it the court system would decide.

Councilman Dover questioned if the City could disburse the funds depending on if the item is okayed or not. Ms. Clements answered Hispanic Community Services, Inc. will not get the money until it has been spent. Assistant City Attorney Duncan stated this agreement is assurance that they will complete the project.

Councilman Dover then asked if the City didn't approve of an item would Hispanic Community Services would not be reimbursed. Ms. Clements answered yes.

Councilman Street asked if the Mayor was ok with the agreement. Mayor Perrin answered yes. He added Hispanic Community Services, Inc. are working with some foundations that will help fund the project. He added this project will hopefully allow for a Mexican Consulate to be located in Jonesboro.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote:

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

RES-14:046

RESOLUTION FOR CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR PURPOSES OF A NATIONAL SCENIC BYWAYS GRANT PROJECT AT CRAIGHEAD FOREST PARK

Sponsors: Grants

Attachments: [Agreement.pdf](#)

Councilman Street motioned, seconded by Councilman Coleman, that this resolution be placed on tonight's agenda. All voted aye.

Ms. Clements explained this resolution will allow the City to enter into agreement with AHTD to use the remaining funds from the Scenic Byways grant. She noted the greenway project came in under budget, which will leave between \$600,000 to \$700,000. She further explained the money will be used for a path at Craighead

Forest Park for walkers and bike riders due to safety concerns. She added the City received the award letter today.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote:

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams

7. Public Comments

8. Adjournment

A motion was made by Councilman Charles Coleman, seconded by Councilman John Street, that this meeting be Adjourned. The motion CARRIED with the following vote:

Aye: 3 - John Street;Darrel Dover and Charles Coleman

Absent: 1 - Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:048 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/8/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Finance Committee meeting on May 8, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on May 8, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes - Draft Finance & Administration Council Committee

Thursday, May 8, 2014

12:10 PM

Municipal Center

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

2. Roll Call by City Clerk Donna Jackson

Present 3 - Ann Williams; Darrel Dover and Charles Coleman

Absent 1 - John Street

3. New Business

ORD-14:029

AN ORDINANCE TO AUTHORIZE THE CITY OF JONESBORO TO ACQUIRE THE WOLVERINE PROPERTIES

Sponsors: Mayor's Office

Attachments: [HUD Settlement Statement - 14-065698-300](#)
JBcopier@lenderstitle.com 20140505 153824
[Title insurance](#)

Mayor Perrin noted the City will be getting two deeds from Wolverine.

Councilman Moore asked if the property that is located on Highway 163 is in the City limits. Mayor Perrin answered yes.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 2 - Ann Williams and Charles Coleman

Absent: 1 - John Street

4. Public Comments

5. Adjournment

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Coleman, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 2 - Ann Williams and Charles Coleman

Absent: 1 - John Street



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-14:056 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/21/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Finance Committee meeting on May 20, 2014
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on May 20, 2014



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes - Draft Finance & Administration Council Committee

Tuesday, May 20, 2014

4:40 PM

Municipal Center

Special Called Meeting

1. Call To Order

Mayor Perrin was unable to attend.

2. Roll Call by City Clerk Donna Jackson

Present 4 - Ann Williams; John Street; Darrel Dover and Charles Coleman

3. New Business

Resolutions To Be Introduced

RES-14:061

A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH ETC INSTITUTE ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A SURVEY (OPINION POLL) OF RESIDENTS OF THE JONESBORO MPO PLANNING AREA

Sponsors: MPO

Attachments: [Agreement](#)

Chairman Dover noted this needs to be placed on tonight's Council agenda.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams; John Street and Charles Coleman

RES-14:063

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Finance

Attachments: [Post Closure Cost Estimate](#)
[Letter of Credit](#)

Chairman Dover stated this needs to be placed on tonight's Council agenda.

A motion was made by Councilman John Street, seconded by Councilwoman

Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 3 - Ann Williams;John Street and Charles Coleman

4. Public Comments

Survey by MPO

Harold Carter, 902 Tony Drive, inquired if the City had a contract for the survey in RES-14:061. Mr. Travis Brooks with the MPO answered the survey document has not been created yet, but a company will create the document. He added the City will run the document by various people to make sure it has the correct questions that will help develop the next Long Range Plan.

Chairman Dover asked what information the City is trying to gather from the survey. Mr. Brooks answered the survey is a component of a larger effort the City is doing to try and figure out what the views are of the citizens are on how they want to develop the transportation system for the next 25 years.

Councilman Chris Moore questioned why the age range is being cut off at 65. Mr. Brooks answered since the project time frame is over 25 years they are looking at the citizens who are going to be using the transportation system.

5. Adjournment

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

Aye: 3 - Ann Williams;John Street and Charles Coleman



Legislation Details (With Text)

File #: ORD-14:030 **Version:** 1 **Name:** Purchase of storage from Ritter
Type: Ordinance **Status:** To Be Introduced
File created: 5/13/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF THE UPGRADE AND EXPANSION OF THE COMPELLENT SAN STORAGE FROM RITTER COMMUNICATIONS
Sponsors: Information Systems
Indexes: Property purchase - other, Waive competitive bidding
Code sections:
Attachments: [Quote](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF THE UPGRADE AND EXPANSION OF THE COMPELLENT SAN STORAGE FROM RITTER COMMUNICATIONS

WHEREAS, the City of Jonesboro purchased software and equipment known as Compellant SAN storage, Cisco MDA Fabric Data Switches, and VMware VCenter Site Recovery Manager Five software from Ritter Communications in 2012 through Ordinance 12:026;

WHEREAS, the City of Jonesboro needs to upgrade and expand the Compellant SAN storage due to the technical growth of the system;

WHEREAS, the cost of this upgrade is \$77,746.32 plus tax of \$6,997.17 for a total of \$84,743.49. That said sum shall be paid from the Information Systems Budget.

WHEREAS, Ritter Communications is the sole source provider of this software.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:
SECTION 1: That the City of Jonesboro shall purchase the upgrade and expansion of the Compellant SAN storage from Ritter Communications for the sum of \$77,746.32 plus tax of \$6,997.17 for a total of \$84,743.49. That said sum shall be paid from the Information Systems budget.

SECTION 2: That the City Council in accordance with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the purchasing agent to issue a purchase order for the above described for the price set forth in Section 1 above.

Quotation to City of Jonesboro, AR

Ritter Communications Holdings
2400 Ritter Drive
Jonesboro, AR 72401
Phone: 870-336-3443
Fax: 870-336-9443

Quote Date: 5/2/2014
Quotation #: RIT00390
Valid Until: 6/1/2014
Prepared By: Scott Roberson
Id: 6278637
Type: Upgrade
For System: 5881 / 5882 - Jonesboro, AR

Customer:
City of Jonesboro, AR
300 South Church Street
Jonesboro, AR 72401
Phone: 870-336-7249

Description	Model Number	Dell SKU	Quantity	Amount	Subtotal
Hardware & Drives					
SC8000, 16GB Memory	CT-SC8000-16GB		2		
Compellent SC8000 Controller (Upgrade from existing SC20, SC30 or SC40)	CT-SC8000-UPG		2		
4TB, SAS, 6Gb, 7K HDD	DS-SAS6-35-4000X7K-D		7		
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3.5"	EN-BLNK-SAS6-35-D		5		
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1		
IO, 8Gb FC, 4Port, PCI-E, full-height	IO-F8X4S-E-D		2		
IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable)	IO-SAS6X4S-E2-LP-D		4		
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2	PA-CBL-SAS-6M-D		2		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		3		
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		1		
Software					
Storage Center SW Bundle, Expansion License	SW-CORE-EXP		1		
SW, Data Progression Expansion License	SW-DAPR-EXP		1		
SW, FastTrack Expansion License	SW-FAST-EXP		1		
SW, Live Volume + RIRA Expansion License	SW-LVRR-EXP		1		
Professional Services					
Certified Business Partner Installation	PS-1003-C		1		
Cold Spares					
Low-profile bracket for QLogic QLE 4062C low-profile, 2port, 1Gb iSCSI	IO-QLE4062C-BR-DSP		1		
Totals					
Power (Watts): 1,250.00				Hardware Total	\$36,843.95
Heat (BTUs): 7,318.00				Software Total	\$2,059.20
Rack Units: 6				VA Software Total	\$4,232.80
Weight (Lbs): 157				Copilot Support Total	\$4,405.05
FC (Raw TB): 0				Software Support Total	\$1,082.76
SATA (Raw TB): 0				Professional Services Total	\$2,000.00
SSD (Raw TB): 0				Subtotal	\$50,623.76
SAS (Raw TB): 28				Freight	\$284.00
Total (Raw TB): 28				*Grand Total	\$50,907.76

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Copilot Support Term: Co-terminus 11/30/2014 (6 months)

Customer Signature

Date


Ritter Communications Signature

5-5-14
Date

Quotation to City of Jonesboro, AR

Ritter Communications Holdings
2400 Ritter Drive
Jonesboro, AR 72401
Phone: 870-336-3443
Fax: 870-336-9443

Quote Date: 5/2/2014
Quotation #: RIT00392
Valid Until: 6/1/2014
Prepared By: Scott V. Roberson
SFDC Deal Id: ADDITIONAL UPGRADE
Type: Upgrade
For System: 19478 / 19479 - Jonesboro, AR

Customer
City of Jonesboro, AR
300 South Church Street
Jonesboro, AR 72401
Phone: 870-336-7249

Description	Model Number	Dell SKU	Quantity	Amount	Subtotal
Hardware & Drives					
4TB, SAS, 6Gb, 7K HDD	DS-SAS6-35-4000X7K-D		7		
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3.5"	EN-BLNK-SAS6-35-D		5		
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1		
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2	PA-CBL-SAS-6M-D		1		
6Gb SAS Cable, 1M	PA-CBL-SAS-1M		2		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		1		
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		1		
Software					
Storage Center SW Bundle, Expansion License	SW-CORE-EXP		1		
SW, Data Progression Expansion License	SW-DAPR-EXP		1		
SW, FastTrack Expansion License	SW-FAST-EXP		1		
SW, Live Volume + RIRA Expansion License	SW-LVRR-EXP		1		
Professional Services					
Certified Business Partner Installation	PS-1003-C		1		
Cold Spares					
IO, SAS, 6Gb, 4 Wide-ports, PCI-E	IO-SAS6X4S-E2-SP		2		
Totals					
Power (Watts): 450				Hardware Total	\$15,165.15
Heat (BTUs): 1,536.00				Software Total	\$2,059.20
Rack Units: 2				VA Software Total	\$4,232.80
Weight (Lbs): 72				Copilot Support Total	\$1,692.99
FC (Raw TB): 0				Software Support Total	\$2,526.42
SATA (Raw TB): 0				Professional Services Total	\$1,000.00
SSD (Raw TB): 0				Subtotal	\$26,676.56
SAS (Raw TB): 28				Freight	\$162.00
Total (Raw TB): 28				*Grand Total	\$26,838.56

24x7 Support Center w/ Next Business Day On-Site

*Plus applicable taxes

***Copilot Support Term: Co-terminus 07/31/2015 (14 months)

Customer Signature

Date



Ritter Communications Signature

5-5-14

Date



Legislation Details (With Text)

File #:	RES-14:038	Version:	1	Name:	Free utilities for the Miracle League
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/7/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE MIRACLE LEAGUE OF JONESBORO				
Sponsors:	Parks & Recreation, Parks & Recreation				
Indexes:	Utility service from CWL				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR THE MIRACLE LEAGUE OF JONESBORO

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities for the Miracle League of Jonesboro located at 5000 South Caraway Road.

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

Section1: That City Water and Light be requested by this resolution to provide free utilities to the Miracle League of Jonesboro located at 5000 South Caraway Road.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of the CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #:	RES-14:059	Version:	1	Name:	Contract with Jonesboro Jets
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/6/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	image0001				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro City Pool Complex; and

WHEREAS, the Jonesboro Jets are a non-profit 501 (c) (3) organization created for the purpose of administering and promoting youth swimming; and

WHEREAS, the City of Jonesboro and the Jonesboro Jets desire to enter into a contract to provide organized swimming for youth at the Jonesboro City Pool Complex;

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

1. The City of Jonesboro, Arkansas shall contract with the Jonesboro Jets to provide organized youth swimming at the Jonesboro City Pool Complex.
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.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 6th Day of May 2014 (the "Effective Date").

WHEREAS, JETS is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth swim program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Jonesboro City Pool Complex", and hereafter referred to as the "Facilities"; and

WHEREAS, JETS and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- a) The term of this Agreement is for a period of one (1) year commencing on the Effective Date.

II. Use of Facilities by JETS

- 1) During the period of May 15th 2014 to August 15th 2014 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 7:00 a.m. until 10:00 a.m. During the month of May the usage will be from 4:00 p.m. until 6:00 p.m. This period shall be referred to as the "Primary Usage Period."
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. These meets must end by 1:00 p.m. on the designated day or an additional rental fee must be paid at the rate of \$75 per hour that the event runs over. Any portion over one hour counts as a full hour for purposes of fees. For example if the event should end at 1:00 p.m. and actually ends at 2:15 p.m. an additional fee of \$150 would be due and payable for that event overage. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet

unless it has been rented for another event. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Pool Director for the Facilities has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Pool and/or Parks Director. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary

Usage Period or any meets or special events sponsored by JETS.

- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Pool and/or Parks Director.
- 12) JETS shall maintain their own liability insurance for their program and provide a certificate or other proof of coverage to the Pool and/or Parks Director prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Pool and/or Parks Director. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events and display temporary signage at the approval of the Pool and/or Parks Director, which approval shall not be unreasonably withheld. JETS shall at no time advertise at the Facility for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - i) Maintain and repair parking areas.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, JETS may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by JETS to CITY under Article IV. In no event shall CITY be obligated to JETS for any monetary damages.

IV. Obligations of JETS

JETS shall:

- 1) Pay a usage fee to the CITY in the amount of \$21.00 per individual or \$42.00 per family enrolled in the JETS program. Said fees are due and payable each month that the participants are enrolled in the program. All fees are to be paid to the City of Jonesboro no later than the 10th of each month. JETS agrees to provide the CITY with a monthly roster of the names of the members enrolled in the program throughout the Primary Usage Period.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Pool Director prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.
- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS, except that caused by CITY or its employees. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all

repairs and costs of repairs to the Facilities for any and all such damages. Repair of damage to concession stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.

- 11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs
- 12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.
- 13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:
 - Current by-laws of JETS
 - Proof of insurance and indemnification
 - List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

V. Default of JETS

a) If JETS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of JETS and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if JETS defaults in performance of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or

provisions of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or expenses incurred by the JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may terminate this Agreement.

VII. Assignability and Exclusivity

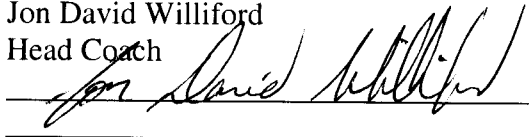
This Agreement is a privilege for the benefit of JETS only and may not be assigned in whole or in part by JETS to any other person or entity. Both parties understand that JETS use of the Facilities is nonexclusive, except during the Primary Usage Period.

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

JETS

Jon David Williford
Head Coach



With a copy to:

Robert S. Jones
PO Box 1700
Jonesboro, AR 72403

CITY:
Wixson Huffstetler; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

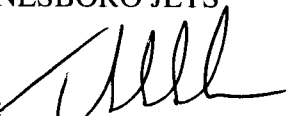
Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

JONESBORO JETS

By: 
Name: Todd Roscoe
Title: Board President
Date: 4-15-14

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: MAYOR
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-14:064	Version:	1	Name:	Authorizing application for JAG Grant
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/13/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2014 DEPARTMENT OF JUSTICE JAG (JUSTICE ASSISTANCE GRANT) GRANT				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2014 DEPARTMENT OF JUSTICE JAG (JUSTICE ASSISTANCE GRANT) GRANT

Whereas, the City of Jonesboro is designated as a disparate jurisdiction with the Bureau of Justice Assistance, and

Whereas, the City of Jonesboro will enter into a Memorandum of Understanding with Craighead County, and

Whereas, the City of Jonesboro will apply for \$30,241, and

Whereas, the City of Jonesboro will use said funds for body cameras and tasers for sworn officers; and

Whereas, the JAG program is 100% federally funded with no local match required.

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

SECTION 1: The City of Jonesboro will apply for \$30,241 from the Bureau of Justice Assistance 2014 Grant Program for body camera equipment and tasers, 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 application.



Legislation Details (With Text)

File #:	RES-14:070	Version:	1	Name:	Agreement with Parks & Tourism for 2013 Trails for Life Grant Program
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/19/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2013 TRAILS FOR LIFE GRANT PROGRAM				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2013 TRAILS FOR LIFE GRANT PROGRAM

Whereas, the City of Jonesboro has been awarded the 2013 Trails for Life grant in the amount of \$15,751.68 that will be utilized to fund a 487 linear foot sidewalk to connect the Jonesboro Human Development Center to the Miracle League Park; and

Whereas, said grant is 100% federally funded and there is no local match required.

Therefore, be it resolved by City Council of the City of Jonesboro that:

Section 1: The City of Jonesboro will enter into agreement with the Department of Parks and Tourism for the FY 2013 Trails for Life Grant Program; and

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

Trails for Life Grant Program Contract Agreement

State of Arkansas, Arkansas Department of Parks and Tourism

Applicant: City of Jonesboro and
Jonesboro Human Development Center (JHDC) **Project Number:** T-0085-14

Project Title: Custom Health and Fitness Project: Connecting walk between Jonesboro Human Development Center's track and the Miracle League Complex

Period Covered by this Agreement: Date of Approval through December 2014

Project Scope:

To Develop: 487 Linear Feet of Trail - 8 Feet Width
Expanded metal benches

All construction must meet or exceed the specifications in the Trails for Life Grant Program Application Guide (Attached).

Grant Amount: \$15,751.68

Contract Attachments:

- 1. Statement of Agreement**
- 2. Trails for Life Program Application Guide**
- 3. Attachment #1**

Trails for Life Grant Program Contract Agreement

State of Arkansas, Arkansas Department of Parks and Tourism

STATEMENT OF AGREEMENT

Project No. T-0085-14

1. The State of Arkansas, represented by the Executive Director, Arkansas Department of Parks and Tourism, hereinafter referred to as the State, and the City of Jonesboro with the Jonesboro Human Development Center, hereinafter referred to as the Grantee, mutually agree to perform this Contract Agreement, hereinafter referred to as the Agreement, in accordance with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, the Trails for Life Grant Program Application Guide, attached hereto, made a part hereof, and incorporated by reference as if they were fully set out herein.
2. The State hereby agrees to obligate to the Grantee the amount of money referred to on the preceding page as the Grant Amount. The Grantee hereby agrees, in consideration of the grant obligations made by the State herein, to execute the project described above in accordance with the terms of this Agreement.
3. No waiver by the State or failure by it to require strict and punctual performance by the Grantee of any of the terms, conditions, provisions, or obligations of this Grant, or any forbearance, indulgence, or sufferance granted to or shown Applicant, or any practice involving such waiver, tolerance, indulgence, or sufferance, shall constitute a waiver by the State of the right at any subsequent time to demand and require strict, full, and punctual performance of Applicant's obligations hereunder. Projects must be completed within 2 calendar years of the date of the original contract regardless of time extensions. Any funds tendered to the grantee must be repaid within 30 days of the termination of this contract.
4. All expenses beyond the grant amount will be the responsibility of the Grantee. All consultant fees exceeding 12% of the grant amount will be the responsibility of the Grantee.
5. The state will notify the grantee as soon as it has determined the Grantee is in default of the contract. The Grantee will be responsible for repayment of grant funds within thirty days of contract default notification.
6. The Grantee is responsible for providing project construction supervision, a final project inspection, and certification to the State that the project was completed in accordance with the contract.
7. The Grantee is responsible for maintaining all original project records including bid documents, contracts, invoices, cancelled checks and any other records necessary for audit purposes. Grant funds must be audited at the Grantee expense, or be deposited in a general fund account and be eligible for audit by a routine legislative audit in accordance with state law.
8. Completed facilities must comply with The Americans with Disabilities Act of 1990 (43 U.S.C. 12181), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Arkansas Architectural Barriers Act 122 of 1967 and must be open to the public at all reasonable times of the day and year and be in accordance with Title VI of the 1964 Civil Rights Act.
9. The Grantee agrees to be responsible for operation and maintenance of said trail as located and approved unless otherwise amended, for a period of fifteen (15) years. The Grantee will assume responsibility for all damages or injuries to persons and property which may result by reason of construction, operation, maintenance, repair, use, and replacement of the trail and associated facilities, and agrees and covenants to hold the State harmless from any such claim or claims.

Trails for Life Grant Program Contract Agreement

State of Arkansas, Arkansas Department of Parks and Tourism

STATEMENT OF AGREEMENT

Project No. T-0085-14

10. The Grantee agrees to indemnify the State for any and all liability, loss, or damage the State may suffer as a result of claims, demands, costs, or judgments arising out of the Applicant's operation hereunder. Such indemnification shall include the reimbursement to the State of any attorney fees or costs incurred by the State, in connection with the defense of any action covered by this indemnification.
11. The undersigned Grantee does hereby agree and accept the responsibility and obligations as set out in the herein described project. The undersigned Grantee further understands, agrees, and accepts that this project is not effective until this project Agreement has been duly executed by the State and the said Grantee is notified in writing. No work shall be initiated and/or undertaken by said Grantee on the herein described project until it has received notification by the State in writing.
12. The undersigned Grantee does hereby agree the trail / trail facilities will be smoke-free and the grantee will be responsible for posting and maintaining a sign provide by the grantor and enforcing this smoke-free provision for the term of this contract.

In witness whereof, the parties have executed this Agreement as of the date entered below:

The State of Arkansas

Grantee

By: _____
Executive Director
Arkansas Department of Parks and Tourism

By: _____
(Signature)

Date: _____

(Name and Title)

Attested By: _____
(Signature and Date)

By: _____
(Joint Applicant Signature)

(Title and Name)

Trails for Life Grant Program Contract Agreement

State of Arkansas, Arkansas Department of Parks and Tourism

ATTACHMENT #1

MINORITY BUSINESS ENTERPRISE DEVELOPMENT

The Grantee shall comply with Executive Order #12432, Minority Business Enterprise Development as follows:

It is state and national policy to place a fair share of purchases with minority business firms. The Department of Parks and Tourism is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, recipients should:

1. Place minority business firms on bidder's mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
4. Use the assistance of the Minority Business Development Agency of the Department of Commerce and similar state and local offices, where they exist.

ATTACHMENT #2

DEED OR LEASE

1. The Trail will be located on the property described in the deed or lease submitted and agreed to at the time when this contract is signed. Any alterations to the trail must be made and agreed to by both the grantor and grantee as an amendment to this Contract Agreement.



Legislation Details (With Text)

File #:	RES-14:072	Version:	1	Name:	Contract EAB Broadcasters for Craighead Forest Park rental
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/19/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	EAB agreement				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF CRAIGHEAD FORREST PARK

WHEREAS, the City of Jonesboro owns and maintains Craighead Forrest Park located at 4910 South Culberhouse;

WHEREAS, EAB Broadcastors Inc is seeking rental for Fourth in the Forrest fireworks at Craighead Forrest Park; and

WHEREAS, EAB Broadcastors Inc is renting the complex for the sum of \$1,500.00;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with EAB Broadcastors Inc for the rental of Southside Softball Complex. A copy of said contract is attached as Exhibit A.

SECTION 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 the agreement.

RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of June, 2014 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcastors, Inc. hereinafter called Lessee.

Lessor leases to Lessee, property in Jonesboro, Arkansas commonly known as the Craighead Forrest Park under the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2014, and ending at midnight on July 5, 2014.
2. **RENT:** Rent is payable in advance, no later than June 27, 2014 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4th Event, and for no other purpose.
4. **SUBLET:** Lessee may not sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4th Event. Lessee shall be responsible for the following:
 - a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
 - b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
 - c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated

for parking of vehicles.

d. Lessee will barricade restricted access areas to prevent the public from entering.

e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.

g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.

6. RISK OF LOSS: Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

7. INDEMNIFICATION: Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:

(a) Lessee's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and

(c) Lessee's failure to comply with any requirements imposed by any governmental authority.

8. FAILURE OF LESSOR TO ACT: Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.

9. REMEDIES CUMULATIVE: All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

10. NOTICES: Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

11. **COMPLIANCE WITH LAWS:** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

12. **SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. **ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

14. **INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth below.

CITY OF JONESBORO

LESSOR, HAROLD PERRIN, MAYOR



LESSEE, EAB Broadcastors, Inc.

ATTEST:

DONNA JACKSON,
CITY CLERK



Legislation Details (With Text)

File #:	RES-14:074	Version:	1	Name:	Agreement with National and Community Service for a Vista grant
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/20/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR A VISTA GRANT				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR A VISTA GRANT
Whereas, the City of Jonesboro has been awarded a grant from the Corporation for National and Community Service for a VISTA grant; and

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

Whereas, all funds will be disbursed directly by the State of Arkansas to the VISTA member; and

Whereas, the City of Jonesboro budget will not be affected.

Therefore, be it resolved by City Council of the City of Jonesboro that:

Section 1: The City of Jonesboro will enter into agreement with the Corporation for National and Community Service for a FY 2014 VISTA grant; and

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

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT**



Between

City of Jonesboro
PO Box 1845
515 W Washington Avenue
Jonesboro, AR 72403-1845
EIN: 716013749
and

Corporation for National and Community Service
Arkansas State Office
700 West Capitol St
Federal Bldg, Rm 2506
Little Rock, AR 72201-3204

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, "the Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Jonesboro, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to four(4) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The Agreement provides for the assignment of up to four (4) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by the CNCS. The final number of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources, and budget of the VISTA program.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 06/01/2014 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 06/01/2014 and shall end thereafter on 06/13/2015, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. CNCS Responsibilities. CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of CNCS and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and select member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative part of the Project Application.
- i. Promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with CNCS's policies and procedures.

j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.

k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

l. Effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members.

2. Sponsor Obligations. The Sponsor will:

a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.

b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.

c. Operate the project in accordance with the approved Project Application.

d. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description (VAD) for each VISTA member assigned to the Sponsor.

e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.

f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.

g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Narrative.

h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative.

i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.

j. Provide all AmeriCorps VISTA members grievance rights and procedures in accordance with federal law,

applicable regulations, and the AmeriCorps VISTA Member Handbook.

k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the purpose of litigation, audit or examination.

l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to the State Program Director.

m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.

n. Submit Project Progress Reports within the required time frame.

o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first two to four weeks of an AmeriCorps VISTA member's assignment to the Sponsor.

p. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.

q. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

r. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

s. On a biweekly basis, return the Sponsor Verification Form to the CNCS State Office within three (3) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

t. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

u. VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any subrecipient of the Sponsor (as described below in Section II.3. of this Agreement), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the subrecipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member. Whether the Sponsor and/or the subrecipient is held financially responsible to reimburse CNCS is within CNCS's complete discretion.

3. Obligations of the Sponsor and any subrecipient of the Sponsor

a. The Sponsor may carry out a VISTA project through, in part, one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

- (1) A project plan to be implemented by the subrecipient;
- (2) Records to be kept and reports to be submitted;
- (3) Responsibilities of the parties and other program requirements;
- (4) Suspension and termination policies and procedures.
- (5) Written understanding and agreement that: (i) the subrecipient is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance; and (ii) the subrecipient must provide information to the Sponsor on the use of all VISTA resources; and
- (6) Written understanding and agreement that while the Sponsor maintains responsibility for the subrecipient's proper use of VISTA members, the subrecipient may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources by the subrecipient.

b. The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with subrecipient(s); all applicable regulations; and all applicable policies, procedures, and program

guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA member or Summer Associate.

c. The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project

4. Affiliation with the Corporation for National and Community Service and AmeriCorps VISTA

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In cases where the Sponsor has one or more subrecipient(s) as described above in Section II.3., all subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

5. Joint Responsibilities

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS.

The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

6. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

a. VISTA Members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first

cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA Project Supervisory Employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

7. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

8. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts;

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

9. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

10. Supplemental Payments Prohibited

Monetary subsistence (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its subrecipients may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash.

11. Prohibitions of Use of CNCS Assistance By Sponsor

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a political candidate, including voter registration;
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
- c. Labor or anti-labor organization or related activities; or
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

12. Whistleblower Rights and Remedies for Employees of the Sponsors

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001> . As such, Sponsor is required to notify all of its employees that they may not be

discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
3. A substantial and specific danger to public health or safety, or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above in Section 12.A. to any of the following:

1. The CNCS Office of Inspector General;
2. A CNCS employee responsible for contract or grant oversight or management;
3. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

C. The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above in Section 12.A., the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

13. The Sponsor further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign AmeriCorps VISTA members to activities that would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.

d. Request, charge or accept participation or application fees from VISTA members, VISTA candidates, and potential AmeriCorps VISTA candidates.

e. Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

14. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director, and, if appropriate, the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 19 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

15. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

16. Notices

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 17 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Heather Clements at PO Box 1845
515 W Washington Avenue
Jonesboro, AR 72403-1845.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Project number and Sponsor EIN.

17. Termination or Suspension

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to CNCS of its intent.

CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. . Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

18. Order of Precedence

In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.

19. Increases in AmeriCorps VISTA Payment Amounts During This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

OFFICIAL SIGNATURE SHEET

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

Sponsor

Corporation for National and Community Service

By: _____
(Sponsor Signature)

By: _____
(State Director Signature)

Name: Hctqrf "Rgttkp

Name: Opal Sims

Title: "*****"Oc{qt

Title: State Program Director

Date: _____

Date: _____

Attested by: _____

Address: City of Jonesboro
PO Box 1845
515 W Washington Avenue
Jonesboro, AR 72403-1845

Address: Arkansas State Office
700 West Capitol St
Federal Bldg, Rm 2506
Little Rock, AR 72201-3204

Phone: (870) 336-7229

Phone: 501-324-5234