



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, August 5, 2014

5:20 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. New Business

Resolutions To Be Introduced

RES-14:111 A RESOLUTION TO CONTRACT WITH MATT CODY

Sponsors: Parks & Recreation

Attachments: [Matt Cody Northside Contract](#)

RES-14:115 RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT FOR SCHEDULING SERVICES WITH THE JETS DEPARTMENT AND TOTAL LIFE HEALTHCARE

Sponsors: JETS

Attachments: [Contract](#)
[Appendix A Title VI](#)

RES-14:123 RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2015 DEPARTMENT OF PARKS AND TOURISM 50/50 MATCHING GRANT

Sponsors: Grants

4. Other Business

Loan for Miracle League

5. Public Comments

6. Adjournment



Legislation Details (With Text)

File #:	RES-14:111	Version:	1	Name:	Contract with Matt Cody to provide free sports at Northside
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	7/21/2014	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH MATT CODY				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Matt Cody Northside Contract				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH MATT CODY

WHEREAS, the City of Jonesboro owns and maintains Northside Park;

WHEREAS, the City of Jonesboro and Matt Cody desire to enter into a contract to provide free youth baseball, softball, and football camps for underprivileged youth at Northside Park;

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

Section 1: The City of Jonesboro, Arkansas shall contract with Matt Cody to provide free youth baseball, softball, and football camps for underprivileged youth at Northside Park.

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.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR USE OF NORTHSIDE PARK

This Agreement is made by and between Matt Cody, ("Cody") and the City of Jonesboro Parks and Recreation ("City"), on this 18th day of July, 2014 (the "Effective Date").

WHEREAS, Cody is a resident of the City of Jonesboro, Arkansas who desires to start a not for profit organization organized to promote youth sports activities for underprivileged children through the operation of youth baseball, softball and football camps with no fee for participants; and

WHEREAS, the City is the owner of that certain public park amenities known as the "Northside Park," and hereafter referred to as the "Facilities"; and

WHEREAS, Cody 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 Cody 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 and ending at midnight the date prior to the Effective date in the following year.

II. Use of Facilities by Cody

- 1) During the term of this Agreement, Cody shall have the primary right to use field numbers three (3) and four (4) at the City's baseball Facilities for the sole purpose of holding youth camps to teach the skills of the designated sports. Cody may hold a scrimmage game at the conclusion of each camp for the youth participants to demonstrate their newly learned skills. At no time shall the Facilities be used for any official or league games for any of the designated sports.
- 2) Cody understands and agrees that City will maintain a master schedule for the Facilities and Cody will provide schedules of camps one week prior to the start of each season during the Term of this Agreement.
- 3) Cody understands and agrees that at times weather and/or field conditions may result in City denying the use of certain fields during the term of this Agreement. Cody

understands that the Park Supervisor for the Facilities has the authority to deny use of the fields, but City agrees that use will not be unreasonably denied. Determination will be made by 4:00 pm on weekdays and by 7:00 am on Saturdays, if possible. If necessary, weather will be monitored beyond the determination times.

- 4) City shall at all times have the right to inspect the Facilities being used by Cody and all Cody sponsored activities related to the use of the Facilities.
- 5) City shall issue key(s) to Cody for use of the Facilities. The keys may not be reproduced or duplicated by Cody. Cody agrees to return said keys at the end of the term of this Agreement. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks. Cody 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 Agreement.
- 6) Cody understands and agrees that no City maintenance equipment will be used by Cody to conduct camps or scrimmage games. Cody 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.
- 7) If Cody should desire to use the City's Facilities for any special events or programs outside the terms of this Agreement, Cody shall complete an Application for Use of Facilities at the beginning of the season, and any and all additions shall require a separate written agreement between the parties.

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 all fences and gates.
 - b) Provide and maintain parking lots
 - c) Provide secured storage for Cody equipment.
 - d) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
- 2) 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. In no event shall City be obligated to Cody for any monetary damages.

IV. Obligations of Cody

Cody shall:

- 1) Be responsible for making the necessary improvements to the turf and field areas that he will be using under the terms of this Agreement and shall further be responsible for any and all maintenance to said fields which may become necessary during this Agreement.
- 2) Not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, seating, goals, and fields.
- 3) Furnish to City a complete camp schedule for the season. The complete camp schedule shall be submitted at least one week prior to the first scheduled camp. The City understands weather is outside the control of Cody and schedules may be modified due to weather, sometimes at the last minute. Cody agrees to notify City of modified schedules as soon as possible.
- 4) Cody is responsible for any of their items stolen or damaged, during the course of the year.
- 5) Pay for utilities, specifically electricity, for any and all field lighting being utilized by him during the term of this Agreement.
- 6) Request approval by the City for placement of any and all concession stands and/or trailers and follow City, County and State Health Codes.
- 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 or work within the youth camps or other activities.
- 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. Cody hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) Cody agrees to be solely responsible for any and all damages related to and arising out of Cody's use of the Facilities during the term of the Agreement when the

Facilities are being used by Cody. This includes, but is not limited to, any and all persons associated with Cody who use the Facilities during the terms of the Agreement. Cody agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Nothing contained herein shall be construed to defeat or diminish Cody's 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 fields. Examples of rules may include but are not limited to:

- a. No unauthorized Vehicles may be driven up and parked at fields during activities; to include sidewalks.
- b. No metal cleats may be worn on the walkways.
- c. No tobacco use (smoking or smokeless) on the fields or in observation areas.
- d. Only authorized vehicles may be driven on sidewalks.
- e. Participant and spectator parking only in parking lots.
- f. No dogs

12) Activity initiated by Cody, or a coach or volunteer in his program that occurs on fields that have been closed or are not part of the terms of this Agreement, will result in a \$100.00 fee to Cody. This includes removing or tampering with "Field Closed" signs.

13) Prior to the commencement of this Agreement, Cody will provide to the City proof of insurance and indemnification in a policy amount not less than \$1,000,000.00 in value.

V. Default of Cody

- a) If Cody defaults in performance of this Agreement, and after written notice from City, Cody 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.
- b) If the Facilities are abandoned by Cody, the City may terminate this Agreement. "Abandonment" shall mean no camps taking place on allocated field(s) for a period of six continuous months.

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 Cody, 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

Cody may terminate this Agreement.

VII. Escape Clause

Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter of termination the contract shall be good for three (3) full months before becoming null and void.

IX. Assignability and Exclusivity

This Agreement is a privilege for the benefit of Cody only and may not be assigned in whole or in part by Cody to any other person or entity. Both parties understand that Cody's use of the Facilities is nonexclusive, with the exception of the fields designated in this Agreement.

X. 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.

Matt Cody

Address P.O. Box 1968 State University, AR 72467

Phone 870-882-3339

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.


X. 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.

Matt Cody

By: 
Name: Matthew Cody
Title: Program Director
Date: July 18, 2014

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC

\\parks.jonesboro.org\SYS\Common\Documents\Agreements\JBB 2003 Agreement.doc



Legislation Details (With Text)

File #: RES-14:115 **Version:** 1 **Name:** Contract with Total Life Healthcare
Type: Resolution **Status:** To Be Introduced
File created: 7/25/2014 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT FOR SCHEDULING SERVICES WITH THE JETS DEPARTMENT AND TOTAL LIFE HEALTHCARE

Sponsors: JETS

Indexes: Contract

Code sections:

Attachments: [Contract](#)
[Appendix A Title VI](#)

Date	Ver.	Action By	Action	Result
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RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT FOR SCHEDULING SERVICES WITH THE JETS DEPARTMENT AND TOTAL LIFE HEALTHCARE

WHEREAS, the City of Jonesboro JETS Department has the need to enter into a contract with TLH to provide and transmit patients; and

WHEREAS, the City of Jonesboro reached an agreement with Total Life Healthcare. Said agreement is attached hereto in its entirety; and

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute such documents as are necessary to effectuate this resolution.

CONTRACT FOR SCHEDULING SERVICES

COMES now the City of Jonesboro and enters into a Contract for Scheduling Services with Total Life Healthcare (sometimes referred to herein as "TLH"), to-wit:

1. The City of Jonesboro through its JETS System (collectively, "JETS"), shall provide transportation scheduling for Total Life Healthcare.
 - a. Total Life Healthcare shall provide before 2:00 p.m. each day a list of clients to be scheduled for transportation the following day. The 2:00 p.m. cutoff time is to be the minimum notice. Transportation can be scheduled up to one week in advance.
 - b. JETS will provide and transmit to Total Life Healthcare by 3:30 p.m. each day the schedules for the requested trips for the following day.
2. Total Life HealthCare shall pay the annual sum of two thousand six hundred forty dollars (\$2,640.00) for the services, which shall be payable in installments of two hundred twenty dollars (\$220.00) per month. In addition, the following software/technology upgrades for year one (1) shall be allocated between Total Life Healthcare and JETS as follows:
 - a. 7 additional Route Match TS vehicle licenses-Total cost-\$6,475.00 (\$5,180.00 from a JETS grant and \$1,295.00 from TLH)
 - b. 6 additional Route Match TS county GIS licenses-Total cost-\$300. (\$240.00 from a JETS grant and \$60.00 from TLH)
 - c. 1 year Route Match maintenance fee-Total cost-\$1,942. (\$1,553. From a JETS grant and \$389.00 from TLH)
 - d. SQL server upgrade-Total cost \$650.00 (\$520.00 from a JETS grant and \$130.00 from TLH).
3. At the end of the initial term set forth in paragraph 4, this contract will automatically extend for an additional year, unless either party gives written notice of nonrenewal at least thirty (30) days prior to expiration of the term then in effect. The fees and costs for the second year of the term and any subsequent years shall be as follows:
 - a. Total Life Health Care shall pay the entire costs of the RouteMatch-Maintenance fee of One Thousand Nine Hundred Forty-two Dollars (\$1,942.00) 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.
 - b. The two thousand six hundred forty dollars (\$2,640.00) annual scheduling service fee shall continue to be paid at the rate of two hundred twenty dollars (\$220.00) per month for year (2) and for subsequent years, unless this fee is adjusted through an amendment to this contract that is signed by both parties.
4. The contract shall begin on September 1, 2014 and end on August 31, 2015, unless extended for an additional year as set out in paragraph three (3).

5. Either party shall be entitled to terminate this Agreement upon the occurrence of a material breach which remains uncured within ten (10) days following written notice of breach from the nonbreaching party.
6. Upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, each party will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If either party carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1961(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either party by virtue of this Agreement. In the event of a request for access, each party agrees to notify the other party immediately and to inform the other party what response will be made to the request. The provisions of this paragraph shall survive any termination or expiration of this Agreement.
7. JETS shall perform all services under this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than that of independent contractors.
8. Confidentiality and Disclosure of Patient Information. TLH is subject to the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state laws. JETS acknowledges that it may have access to confidential protected health information ("PHI," as defined by HIPAA), including, but not limited to, patient identifying information. JETS agrees that it will: (a) not use or disclose such information other than as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided by this Agreement; (c) report to TLH any use or disclosure of PHI not provided for by the Agreement or this BAA of which JETS becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware; (d) in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of JETS agree to the same restrictions, conditions and requirements that apply to JETS with respect to such information; (e) make available PHI in a designated record set to TLH as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.524; (f) make any amendment(s) to PHI in a designated

record set as directed or agreed to by TLH pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.526; (g) maintain and make available the information required to provide an accounting of disclosures to TLH as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.528; (h) to the extent JETS is to carry out one or more of TLH's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to TLH in the performance of such obligation(s); (i) make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules; (j) have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect known to JETS from the use or disclosure of PHI in a manner in violation of this Agreement, or applicable law; and (k) develop and implement a system of sanctions for any employee, subcontractor or agent of JETS who violates this Agreement or applicable law relating to the use or disclosure of PHI. Additionally, with respect to Electronic PHI (as defined by HIPAA), JETS hereby agrees to comply with applicable requirements of law relating to Electronic PHI, and that it shall be prohibited from using or disclosing such information for any purpose other than as expressly permitted or required by this Agreement, and will: (a) comply with the applicable requirements of 45 C.F.R. Part 164 Subpart C; (b) in accordance with § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic PHI on behalf of JETS agree to comply with the applicable requirements of this subpart by entering into a contract or other arrangement that complies with this section; and (c) report to TLH any security incident of which it becomes aware, including breaches of unsecured PHI as required by §164.410. JETS shall notify TLH in writing within three (3) working days of JETS' becoming aware of the occurrence of any of the following: (a) any disclosure of Individually Identifiable Health Information (as defined by HIPAA) prohibited by this Agreement whether made directly by JETS or through an agent or subcontractor of JETS; (b) any receipt by JETS or its agents or subcontractors of a complaint by an individual regarding the use of his or her Individually Identifiable Health Information; or (c) any other event known to JETS which reasonably might be anticipated to expose TLH to a legal claim or adverse publicity regarding the use or transmittal of Individually Identifiable Health Information. Notwithstanding any termination provision elsewhere in this Agreement, this Agreement may be terminated by either Party, upon written notice to the other Party, in the event that the other Party has materially breached its obligations under this section related to the confidentiality of PHI, and fails to cure or remedy such breach within thirty (30) days of the receipt of written notice of the breach. Notwithstanding any cure period, TLH may immediately terminate this Agreement if JETS has materially breached its obligations under this section relating to an unauthorized use or disclosure of PHI by JETS and such breach is not capable of being cured. Upon termination of this Agreement, for whatever reason, JETS will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of TLH which JETS maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. JETS acknowledges that the names, addresses and any other identifying

information concerning TLH's patients disclosed to JETS pursuant to this Agreement constitute Protected Health Information pursuant to HIPAA and related statutes and regulations. In the event JETS is subject to the Arkansas Freedom of Information Act, any federal freedom of information act, or other applicable laws (collectively, "FOIA"), JETS will timely respond to any FOIA request for such information and assert all applicable exemptions. JETS will give TLH timely written notice of the FOIA request, in order to allow TLC opportunity to object and/or seek the appropriate protective order. Further, the parties agree that JETS and TLH may receive federal and state funding, and therefore may be asked to respond to requests for information by both the United States Department of Transportation and the Arkansas Highway Department, and if asked, shall provide the minimum necessary information pursuant to HIPAA.

9. JETS represents and warrants to Total Life Healthcare that the provisions of the services described herein and the use of the licenses to provide the services does not, and will not, violate any terms and conditions of any agreements governing the use of such licenses.
10. JETS agrees to all applicable standard terms and conditions set forth in the most current Federal Transit Administration Master Agreement, which is hereto referenced and made a part of this Agreement. Further, JETS agrees to abide by the terms and perform the obligations of "contractor" in the "Title VI Contract Provisions" attached hereto as "Appendix A" and incorporated herein by reference.

ENTERED INTO on this ___ day of _____, 2014.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: _____

BY: _____

MAYOR HAROLD PERRIN

ATTEST CITY CLERK DONNA JACKSON

APPENDIX A

TITLE VI CONTRACT PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this contract. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person in the State of Arkansas shall, on the basis of race, color, national origin, sex, age, disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the USDOT Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor or work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Arkansas State Highway & Transportation Department, or the U. S. Department of Transportation and its Affiliated Modes as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arkansas State Highway & Transportation Department shall impose such contract sanctions as it or the U. S. Department of Transportation and its Affiliated Modes may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arkansas State Highway & Transportation Department to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.



Legislation Details (With Text)

File #:	RES-14:123	Version:	1	Name:	Authorizing application for Dept. of Parks & Tourism 2015 grant
Type:	Resolution	Status:			To Be Introduced
File created:	7/30/2014	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2015 DEPARTMENT OF PARKS AND TOURISM 50/50 MATCHING GRANT				
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RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE FY 2015 DEPARTMENT OF PARKS AND TOURISM 50/50 MATCHING GRANT

WHEREAS, the City of Jonesboro seeks to improve the recreation facilities at Craighead Forest Park by constructing a new trailhead and wish to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to improve the Craighead Forest Park recreation area, it is necessary to obtain a 50/50 Matching Grant from the Arkansas Department of Parks and Tourism's Outdoor Grant Program; and

WHEREAS, the plans for the trailhead site have been prepared and the price therefore has been established at \$35,000; and

WHEREAS, the city will budget \$17,500 in the FY 2015 budget for the local match for said project; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement (once awarded), which obligates both parties to policies and procedures contained in the *Land and Water Conservation Fund Grants Manual* including, but not limited to the following; the park area defined by the project boundary map, submitted in the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all present and future overhead utility lines within the project boundary must be routed away or placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner. City Council is well aware and apprised of the above-mentioned project, and will provide the local portion of the development cost of the entire project; and

WHEREAS, if awarded said mentioned grant, the agreement will be presented to City Council for final execution approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Jonesboro, Arkansas that the Mayor and City Clerk are hereby authorized to make application to the Arkansas Department of Parks and Tourism for assistance to develop recreational facilities at Craighead Forest Park by constructing a trailhead; therefore such application shall be submitted as expediently as possible.