



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-055-2020

File Number: RES-20:061

Enactment Number: R-EN-055-2020

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO AN AGREEMENT WITH CRAIGHEAD COUNTY TO PROVIDE PROBATION SERVICES TO THE DISTRICT COURT AND THE PAYMENT OF SUCH SERVICES

WHEREAS, the Jonesboro Police Department provides probation services to the Craighead County District Court; and,

WHEREAS, the terms and conditions of services provided, and the payment thereof, is defined in an agreement for a period of 24 months from the effective date.

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

SECTION 1: The City of Jonesboro shall enter into an agreement with Craighead County to provide probation services to the District Court and the payment of such services.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute said agreement.

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2020.

AGREEMENT

This Agreement is made by and between the City of Jonesboro, ("City") and the County of Craighead ("County"), on this ____ day of _____, 2019 (the "Effective Date"). The parties desire to enter into an agreement whereby the Jonesboro Police Department will provide probation services to the Craighead County District Court; and

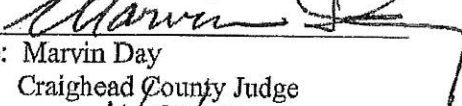
Now, therefore, in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

1. The City will monitor all misdemeanor offenders placed on probation in the Craighead County District Court. Probation officers will work closely with the District Judges and keep them regularly informed of the status of offenders.
2. There will be a \$35.00 fee per month for each offender placed on probation, which shall be collected by the Craighead County District Court. If the Court determines an offender is indigent and unable to pay, alternate methods of payment may be utilized to work off the probation fee. All probation fees collected shall be paid to the City on a monthly basis.
3. The Craighead County District Court shall provide a written monthly report to the City of all probation fees collected.
4. The City shall maintain a system for monitoring all probationers. In addition, the City shall prepare written documentation of a probationer's failure to perform the court ordered terms of his/her probation and shall appear in court when needed to testify about said failure to perform.
5. The City shall also maintain a system for supervising offenders who are ordered to perform public service work by the Court. If the public service work is completed in the first 30 days from the date it is ordered by the Court, then there will be no public service work fee. If it offender goes past the first 30 days and has not completed the work, they will be placed on probation and charged the \$35.00 probation fee for the duration of the probation. The City shall prepare written documentation of an offenders failure to perform public service work and shall appear in court when needed to testify about said failure to perform.
6. The City shall have a probation officer present in the courtroom whenever court is in session to provide information and sign up probationers.
7. The City shall offer the Defensive Driving Class to all offenders ordered to take that class by the Court. The cost for said class shall be \$35.00 and shall be paid to the District Court by the offender and remitted monthly by the Court to the City.
8. The City shall provide for drug testing of probationers as ordered by the Court or on an as needed basis as determined by the probation office.
9. The term of this Agreement shall be for a period of twenty four (24) months from the effective date. Should either party fail to perform under this Agreement, the opposite party shall provide written notice of the failure to perform and should the issue not be corrected within 60 days, shall be allowed to terminate the Agreement. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

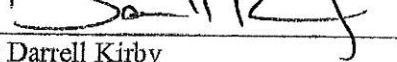
10. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
11. In case any one or more of the provisions contained in this Agreement shall for any reason be held 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.
12. 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.


COUNTY OF CRAIGHEAD

By: 
Name: Marvin Day
Title: Craighead County Judge
Date: 11/21/19

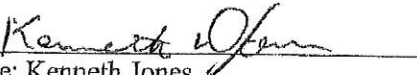
CITY OF BAY

By: 
Name: Darrell Kirby
Title: Mayor
Date: 11/21/19

CITY OF BONO

By: 
Name: Darryl Shaw
Title: Mayor
Date: 11-21-19

CITY OF BROOKLAND

By: 
Name: Kenneth Jones
Title: Mayor
Date: 11-21-19

CITY OF CASH

By: Michael Cureton
Name: Michael Cureton
Title: Mayor
Date: 11-21-19

CITY OF EGYPT

By: Jerry Cook
Name: Jerry Cook
Title: Mayor
Date: 11-21-19

CITY OF LAKE CITY

By: Jon Milligan
Name: Jon Milligan
Title: Mayor
Date: 11-21-19

CITY OF MONETTE

By: Bob Blankenship
Name: Bob Blankenship
Title: Mayor
Date: 11-21-19

CITY OF BLACK OAK

By: Eddie Dunigan
Name: Eddie Dunigan
Title: Mayor
Date: 11-21-19

CITY OF CARAWAY

By: Bo James
Name: Bo James
Title: Mayor
Date: 11-21-19

CITY OF JONESBORO

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