

ARKANSAS DEPARTMENT OF
POLLUTION CONTROL AND ECOLOGY

MINUTE ORDER NO. 74-43

LOCATION - SUBJECT: Approval

of Contract Renewal

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The Commission hereby authorizes the Department Director to renew the contract with Southwest Technical Institute so that additional training may be provided wastewater treatment plant operators, through the use of the Mobile training unit. The contract is for fiscal year 1975.

COMMISSIONERS

[Signature]
[Signature]
[Signature]
RPC for JPS
ADA for NEW
[Signature]
[Signature]

[Signature]
Chairman

Submitted by A. Sacrey

Date Passed: 9-27-74

STATE OF ARKANSAS
PROFESSIONAL CONSULTANT SERVICES CONTRACT

I. Date, Parties

This agreement is entered into on the 28th of
(DAY)
January, 1974 between Dept. of Pollution
(MONTH) (YEAR) (AGENCY)
Control & Ecology of the State of Arkansas,
(DIVISION)
hereinafter referred to as the Agency and Southwest
(FIRM OR
Technical Institute, East Camden, Arkansas
INDIVIDUAL) (ADDRESS)
hereinafter referred to as the consultant.

II. Objectives and Scope

The Agency and Consultant agree that the objectives and scope of this agreement are as described herein or by attachments, if so noted.

The objective of this contract shall be the training, by use of a mobile training unit now in the possession of the consultant, of approximately 180 existing and new sewage treatment plant operators, which training shall be accomplished by employees of the consultant.

(Attachments Nos. 1, _____, _____, _____, _____).

III. Term

The term of this agreement will begin on 28th of
(DAY)
January, 1974, and shall extend for a period of
(MONTH) (YEAR)

approximately 5 months and/or as agreed to separately in writing by both parties. The initial term of a contract shall not extend beyond June 30th of the year in which a biennium period ends. However, when it is necessary for a contract to extend beyond a biennium period, it is subject to the appropriation procedure of the Legislature and if the Legislature should disapprove the appropriation request, then the contract is terminated at the end of the biennial period.

These contracts are subject to all of the provisions of the General Accounting and Budgetary Procedures Law (Act 876 of 1973).

A letter to the consultant from the Agency extending or shortening the term of the agreement will be considered binding when endorsed by the Consultant and returned to the Agency. This letter will have the same distribution as was given the related contract.

OK.
[Handwritten signature and date 2/15/74]

IV. Source of Funds

State Appropriated Funds -0- Other Funds
Appropriation Code 450-318-FYP Other (Specify) -0-
A. Federal Grant Funds Source Environmental Protection Agency

V. Compensation

For work to be accomplished under this agreement, the Consultant agrees to provide the personnel as listed below (or name on attachment hereto) at the rates scheduled for each level of consulting personnel. See attachment I, Section A

Additionally, the Consultant and the Agency agree that the total compensation exclusive of expense reimbursement to be paid the Consultant should be approximately \$11,560.

VI. Expense Reimbursement

The consultant will be reimbursed for out of pocket expense as outlined below or in accordance with the accepted standard rates for professional consulting personnel which is attached hereto and made a part of this contract.

The consultant will be advanced a payment of \$10,404 upon receipt of billing in triplicate received by the Department. This sum shall constitute 90% of the total estimated compensation reflected in Section V of this contract. See Attachment I, Section C for additional provisions for expense reimbursement.

VII. Agency Responsibility

- A. The Agency agrees to make available advice, counsel; data and personnel, etc. described immediately below or in attachment # 1 to this agreement. See Attachment I, Section B
- B. The Agency representative who will act for the Agency in coordinating work of the Consultant will be Joe B. Shaw, Training Officer

TITLE

VIII. Authority

- A. This contract shall be governed by the Laws of the State of Arkansas, as interpreted by the Attorney General of the State and shall be in accordance with intent of Section 20 Act 876 of 1973.

B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of this agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration, if and when this contract is renewed or extended and the contract will be altered to comply with the then applicable laws.

SIGNATURES

Charles S. Ross

CONSULTANT
Director

TITLE

PO Box 45, East Camden,
ADDRESS Arkansas 71701

DATE

S. Ladd Davis

STATE AGENCY
Director

TITLE

8001 National Drive
ADDRESS Little Rock, Ar 72209

DATE

APPROVED

J. V. Stewart Deputy Dir

(DEPARTMENT OF FINANCE & ADMINISTRATION)

Byrd

DATE

2/19/74

Distribution

- (1) Original for Agency.
- (2) First copy for Consultant.
- (3) Second copy for Dept. of Finance & Administration
Pre-Audit Section.
- (4) Third copy for Agency.

ATTACHMENT I TO CONTRACT DATED
JANUARY 28, 1974 BETWEEN THE ARKANSAS
DEPARTMENT OF POLLUTION CONTROL & ECOLOGY
AND THE SOUTHWEST TECHNICAL INSTITUTE

Section A - Services to be Provided and Paid for by the Contractor:

<u>1. Personnel</u>	<u>Estimated Cost</u>
Training Instructor II, Grade 15, Step 1	\$3775.00
Social Security, Retirement Matching, Health Insurance	415.00
Secretary II, Grade 8, Step 3	2600.00
Social Security, Retirement Matching	360.00
Custodian (Extra Help)	480.00
Social Security Matching	30.00
Subtotal Personnel	<u>\$7660.00</u>
<u>2. Other Expenses</u>	
Travel Reimbursement	\$2500.00
Moving of Mobile Training Unit	1000.00
Postage	100.00
Office Supplies	300.00
Subtotal Other Expenses	<u>\$3900.00</u>
Total Section A Expenses	<u>\$11,560.00</u>

Section B - Services to be Provided and Paid for by the Agency:

Trailer Insurance, including contents and premises liability	\$ 345.00
Electricity (for trailer)	250.00
Telephone (for trailer)	180.00
Miscellaneous Supplies & Repairs	200.00
	<u>\$ 975.00</u>
Total Section B Expenses	<u>\$ 975.00</u>

Section C - Additional Expense Reimbursement:

The payment schedule outlined in Part VI of this contract is extended to provide that billing for any additional costs incurred by the consultant as of June 30, 1974, be submitted in triplicate to the Agency not later than July 15, 1974. Any additional costs, other than those itemized on this contract, may be paid for by either party, with the mutual consent of both parties.

Section D - Termination of Agreement:

It is anticipated at this time that this project will continue for the period outlined in Part III of this contract, however should circumstances arise that would cause the termination of the project, this contract may be terminated by either party upon fifteen (15) days notice in writing.