



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

**Board of Directors**

Ward 1 – Keith D. Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

**AGENDA**  
**Fort Smith Board of Directors**  
**STUDY SESSION**  
**February 10, 2015 ~ 12:00 Noon**  
**Fort Smith Public Library Community Room**  
**3201 Rogers Avenue**

**CALL TO ORDER**

1. Discuss zero tolerance for domestic violence and employment of family members policies ~ *Requested at the October 27, 2014 brainstorming meeting / Deferred from the January 13, 2015 study session / Continued from the January 26, 2015 study session* ~
2. Review renewal of City fleet and property insurance (*March 2015 – March 2016*)
3. Discuss creation of Comprehensive Plan Implementation Committee
4. Review of the City of Fort Smith Technology Plan
5. Review preliminary agenda for the February 17, 2015 regular meeting

**ADJOURN**



# MEMORANDUM

TO: Ray Gosack, City Administrator

FROM: Richard B. Jones, Director of Human Resources 

DATE: January 9, 2015

SUBJECT: Zero Tolerance for Domestic Violence  
Employment of Family Members

On October 27, 2014 during a "brainstorming" session the matter of a "domestic violence" arrest involving a city employee was discussed. Attached to this memorandum are the current policies that apply to city employees involved in domestic violence. The City's policies are written in such a manner that they allow the city to address domestic violence as well as other off duty behavior that may affect an employee's ability to perform their duties with the city.

Attachment "A" are those policies that are related to non-uniformed employees:

- **Fort Smith Human Resources Policies:** Section I.A.5, I.D, I.E, III.H.21

Attachment "B" are those policies that are related to the fire department:

- **Civil Service Rules & Regulations (January 22, 2014):** Section 3:02
- **FSPD Operations Manual 2014 Edition,** Section 1.5, 1.6, 25.15, 25.16 & 25.17

Attachment "C" are those policies that are related to the police department:

- **Civil Service Rules & Regulations (January 22, 2014):** Section 3:02
- **FSPD Rules and Regulations:** 301.08; 306; 505; 602
- **Policies and Procedures:**
- 1101-21 – Use of Discretion: Section III.A.d. (Page 1); III.G.3. (Page 3)
- 1102-12 – Field Training Program: Section IV.A.2.15. (Page 7)
- 1103-02 – Selection Process – Police Officer: IV.A.4. (Page 5); IV.A.5. (Page 5); IV.A.7.k. (Page 5)
- 1103-04 – Selection Process – Non-Sworn: VIII.A.4. (Page 5); VIII.A.5. (Page 5); VIII.A.7.k. (Page 6)
- 1104-07A – Disciplinary Matrix: Rule 202 (page 1); Workplace Violence (page 5)
- 1104-08 – Workplace Violence: (all)

Attachment “D” is an opinion and narrative by the city attorney on the matter of domestic violence as it relates to employees as the accused and as the victim. The narrative also touches on contractors who do business with the city. There are two suggested additions to our current employment policies. First, is to add some words for the protection of employees who are domestic violence victims and second, is to add a similar wording in the non-uniformed handbook that relates to “conduct unbecoming or dereliction of duty” which already exists in the fire and police policies.

The current policies for police, fire and non-uniformed employees have served the city very well allowing us to hold those employees who have violated one or more of the rules accountable. Since no two circumstances are the same, the application of the policies are handled specific to each situation. Then where applicable disciplinary action is taken that is fair and equitable for the policy violation.

The current practice for police and the written policy for fire and non-uniformed that address the employment of family members is stated in Fort Smith Human Resources Policies: Section II.H and Fort Smith Fire Department 2014 Rules, Section 2.21 Employment of Relatives and reads:

Relatives of employees may be hired under certain circumstances directly associated with hiring the most qualified applicant for any available job vacancy. However, no employee shall hold a direct supervisory position over his/her relative, regardless of degree of relationship and regardless of by consanguinity or operation of law, unless specifically approved by the City Administrator.

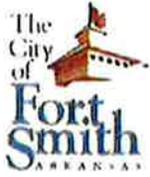
The current policy stated above complies with the current laws related to employment. If the city were to be more restrictive than stated in the policy, we may prohibit sons and daughters from following in their parents’ footsteps and siblings from pursuing the same careers. Please see attached memos from the Police Chief and Fire Chief on this matter. Also, we run the risk of having a disparate impact on certain protected classes of people and possible violating Title VII of the Civil Rights Act similar to that described in attachment “D” on the matter of domestic violence.

My recommendation for “domestic violence” would be to add the policies and rules suggested by the city attorney and provide updated training for all employees on what is expected from them both at and away from the work place.

My recommendation for the employment of “family Members” would be to leave the policy as stated and have the police add it to their written policies.

As requested from the previous study session we will require all city employees to review and sign off on annually the following policies:

- Harassment/Discrimination
- Workplace violence
- Business code of conduct, conflicts of interest
- Drug free workplace
- Public comments/social media about city business



## FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET  
FORT SMITH, ARKANSAS 72901  
479-783-4052 • FAX: 479-783-5338



Mike Richards  
Fire Chief

### Memo

**To:** Ray Gosack, City Administrator  
Richard Jones, Human Resources Director  
**From:** Mike Richards, Fire Chief MR  
**Date:** January 5, 2015  
**Re:** Additional Nepotism Restrictions Impact to the Fire Department

Placing additional nepotism restrictions on the employment practices of the Fort Smith Fire Department (FSFD) would have an adverse effect on our ability to hire the best qualified person for a firefighter position for the City of Fort Smith. The reasons for this are complex and require a thorough understanding of the history and culture of firefighting, not just in Fort Smith, but in all of the United States. However, to simplify some of the local specific reasons, here are some examples of why implementing additions to the city's nepotism hiring policy would not be in the best interest of the City of Fort Smith.

The City of Fort Smith's hiring and promotion policies for all fire and police department positions are governed by Arkansas and local Civil Service laws. Section 1:01 of the Rules and Regulations of the Civil Service Commission for the City of Fort Smith, Arkansas states "All examinations and interviews referred to in these rules shall be open and competitive, and shall be designed to test the qualifications of applicants for employment and candidates for promotion." This process alone is unbiased and designed to hire or promote the best qualified candidate for any open position within the FSFD.

The process used by the Fort Smith Civil Service Commission to develop a hiring eligibility list has four (4) testing and scoring areas to measure all the critical skills needed by a firefighter candidate. Being a relative of someone who is already a member of the FSFD has zero effect nor provides any inside advantage in the Civil Service application or testing process. The tested skills include, in this order:

1. A written examination. The written examination is developed and validated by a reputable human resources firm and administered by the City's Human Resources Department under the supervision of the Civil Service Commission. Failure to complete successfully (70%) this examination will disqualify the applicant from further consideration for employment.
2. Successfully completing the Fort Smith Fire Department's physical agility examination. This examination replicates tasks and activities typically required to be performed by a firefighter. Failure to complete the physical agility examination in the allotted time will disqualify the applicant from further consideration for employment.

3. An oral interview conducted by the Fire Chief, or by a panel of representatives designated by the Fire Chief. The purpose of the oral interview is to determine such things as the applicant's motivation, appearance, demeanor, attitude, ability to communicate, and suitability for the rigors demanded of a firefighter. Failure to achieve a score of 70% during the oral interview will disqualify the applicant from further consideration of employment.
4. An oral interview conducted by the members of the Fort Smith Civil Service Commission. The purpose of this oral interview is to assess the applicant's fitness, reputation, and character. Failure to achieve a score of at least 70% on the oral interview will disqualify the applicant from further consideration of employment.

Once an applicant has successfully completed all four (4) phases of the testing process, their overall score will rank them in order, from highest score to lowest score, on an eligibility list to be considered for employment when a position becomes vacant and subject to filling. Even after that, all candidates that are being considered for employment must successfully complete a thorough background check and polygraph.

Another critical factor to the hiring process for a career firefighter in Fort Smith is the minimum hiring age as required by Arkansas state law. Section 14-51-301 (b)(1)(B)(i) states "No person shall be eligible for appointment to any position on the fire department who has not arrived at twenty-one (21) years of age or who, except as provided in subdivision (b)(1)(C) of this section, has arrived at thirty-five years of age."

What we have experienced with this requirement is that in general, when someone graduates from high school and doesn't attend college, they tend to lose some of their testing skills before they reach the age to be eligible for appointment. Therefore, many of those who don't go to college may not score as well on the written test when they become eligible. And the vast majority that go on to college and normally score better, are not interested in taking a \$10.31 per hour job that is extremely difficult and dangerous, while working an average of 56 hours per week, including 24 hours shifts, weekends, holidays, etc.

That brings us back to many of the candidates that an expanded nepotism policy would eliminate. There are those who understand the entire culture of being a firefighter because they have experienced it through a relative and are willing to begin a career as a firefighter for what it represents – and not necessarily what the beginning pay is (even though beginning pay is still important). These individuals tend to work harder over a longer period of time to achieve what in many cases, is a lifelong goal to become a career firefighter. Employees like this more often make excellent firefighters because of their individual desire to be part of something that they have lived and experienced, directly or indirectly, for much of their lives. Our research has shown that over the last 30+ years the FSPD has employed more than 30 sets of family members which would have been precluded with an expanded nepotism policy. These personnel have carried on a family tradition and many have become high ranking officers within the department.

As far as the issues that can develop with family members after they are employed with the FSPD, we feel as though our current policies more than adequately cover any situation that may

arise due to issues regarding family members. In my almost 32 years of service to the FSFD and City of Fort Smith, I cannot recall an incident where being a member of the FSFD and a relative of another member of the FSFD, caused any problems that were handled inappropriately within the department or City. Furthermore, and this is something not well understood by those outside of the firefighting community, is the fact that firefighters work together for nearly one-third of their lives under all types of dangerous conditions. Because of this, a unique bond develops between all firefighters that is as close to, and in some cases exceeds, blood relationships.

Therefore, we strongly and respectfully disagree with any additional nepotism language or policy that would further limit our potential to recruit and hire the best qualified candidate, regardless of who they are, to become members of the Fort Smith Fire Department.



**Fort Smith Police Department**  
Kevin Lindsey, Chief of Police

**INTERDEPARTMENTAL MEMORANDUM**

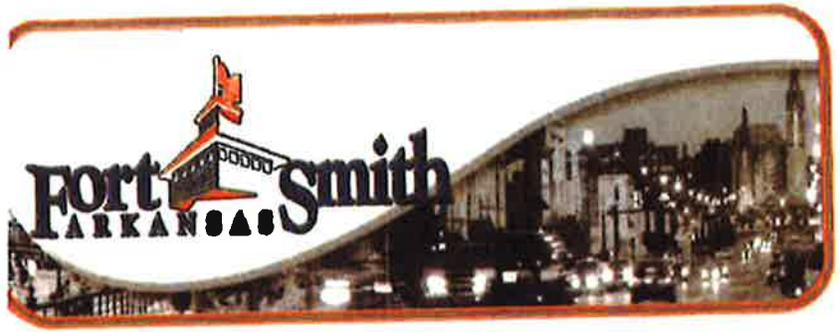
**To:** Ray Gosack, City Administrator  
**From:** Kevin Lindsey, Chief of Police *Kevin Lindsey*  
**Subject:** Nepotism Restrictions' Effect on the Police Department  
**Date:** January 6, 2015

On behalf of the police department, I would like to echo my support for Fire Chief Mike Richards' comments and concerns described in his January 5, 2015 memorandum about the adoption of restrictive employment practices within the City. The police department's hiring practices are delineated by A.C.A. §§ 14-51-301 *et seq.* and in the rules adopted by Civil Service Commission Rules.

The elaborate hiring process utilized by the police department provides for a fair, unbiased, and thorough review of an applicant's history, qualifications, and suitability for service as a probationary police officer. If an applicant can pass all of the requirements of the initial hiring process, mandatory attendance and passing of a comprehensive 13-week basic training course is the next step, followed by successful completion of a 16-week field training course. Once hired, a police department probationary police officer is scrutinized over the course of a full calendar year to determine if s/he is suitable to retain as a full time sworn officer on the police department. It is my sincere belief that this comprehensive process removes most, if not all, of any concerns about hiring an existing employee's relative and their qualifications. Further, the department already has a practice and policy that insures one relative does not exercise immediate supervisory authority over another relative.

Over the course of time, we have had a number of instances of "family tradition" bringing in generations of people following in the footsteps of a parent or sibling. By and large, this has resulted in good, dedicated employees who truly believe in fulfilling the mission of the Fort Smith Police Department. As previously articulated by Chief Richards' reference to the fire department "family", we at the police department consider ourselves to be part of a law enforcement "family". Thus, the police department strongly and respectfully disagrees with any nepotism policy that would further limit our potential to recruit and hire the best and most qualified candidate for consideration to be hired as a City of Fort Smith Police Officer.

A



HUMAN  
RESOURCES  
POLICIES

*2011 Edition*

**SECTION I: Human Resources Policy.**

**A. The following Human Resources' principles and policies are established**

**5. Continuity of employment covered by this Ordinance will be subject to good behavior, satisfactory work performance and the availability of funds. Neither this Ordinance nor the contents of any personnel policy and procedure handbook that may be used by the City, nor any oral promise, will constitute or imply an employment contract. Rather, employment with the City of Fort Smith is at-will and for an indefinite period of time, capable of being terminated at any time by the employee or by the City.**

**D The City of Fort Smith will have a "zero tolerance" policy for workplace violence. Zero tolerance means that threats, intimidation, harassment, or acts of violence (particularly employee against employee assaults) will not be tolerated. If any employee displays or threatens any violent activity in the workplace, he or she will be subject to immediate disciplinary action up to and including termination of employment.**

**1. Definitions and clarifications of terms are as follows:**

- a. **Workplace violence:** An implied or actual act or threat made directly or indirectly that creates, or could create, physical harm to employees, their families, friends or property that takes place at the workplace or because of performing work duties associated with employment by the City of Fort Smith.
- b. **Long gun:** Any firearm with a barrel length of more than twelve (12) inches designed, made, or adapted to be fired with two hands.
- c. **Handgun:** Any firearm with a barrel length of less than twelve (12) inches designed, made, or adapted to be fired with one hand.
- d. **Knife:** Any bladed (a blade of three and one-half inches or longer) hand instrument that is capable of inflicting serious physical injury or death by cutting or stabbing. It includes a dirk, sword or spear in a cane, razor, ice pick, throwing star, switchblade, or butterfly knife.
- e. **Club:** Any instrument that is specially designed, made or adapted for inflicting serious physical injury or death by striking, including a blackjack, Billie, and sap.
- f. **Course of conduct:** A pattern of conduct composed of two or more acts separated by at least 36 hours but occurring within one year. Constitutionally protected activity is not included within the meaning of course of conduct.
- g. **Stalking:** A person commits stalking if he or she purposely engages in a course of conduct that harasses another person and makes a terroristic threat with the intent of placing that person in imminent fear of death or serious bodily injury or placing that person in imminent fear of the death or serious bodily injury of his or her immediate family.
- h. **Harassment:** A person commits harassment if, with intent to harass or threaten another person, the person:
  - i. **Communicates or causes a communication with another person by verbal, electronic, mechanical, telegraphic, telephonic or written means in a way that harasses or threatens.**

- ii. Continues to follow another person in or about a public place for no legitimate purpose after being asked to desist.
  - iii. Engages in a course of conduct or repeatedly commits an act that harasses or threatens another person.
- 2. It is prohibited for any employee, while on City property or while conducting City business, to carry (or possess), maintain in a vehicle, or maintain in a desk, locker, a personal item or otherwise have readily available for use as a potential weapon, any loaded or unloaded long gun or handgun, knife, club, ammunition or item that clearly is intended as a weapon. For the purpose of this prohibition, a City tool is not considered to be a prohibited weapon.
- 3. The following actions are prohibited:
  - a. While on City property or while conducting City business, any person's involvement in workplace violence including, but not limited to, any act of violence (including pushing and shoving) or threats of violence (including "joking" or intimidation of others).
  - b. Any course of conduct by a City employee that may or may not occur on City property or while conducting City business, and involved another City employee(s), their families, friends, or property that includes stalking or harassment as defined above and by the laws of the State of Arkansas.
- 4. Searches inspection:
  - a. A department head, or his designated representative, has the right to search and inspect all City work areas and equipment, including but not limited to buildings, vehicles, desks, lockers, computers, and storage areas.
  - b. A department head may also conduct a reasonable search of an employee's personal property, if presently situated on City property, provided the employee consents to the search in writing. If a department head has a reasonable suspicion, as validated by objective facts and observations, that an employee may be concealing a prohibited weapon in an article of personal property, the department head will contact the Human Resources Director who may involve the Chief of Police.
- 5. Duty to Report:
  - a. All City employees have a duty to contribute to workplace safety. This duty includes reporting information about perceived, potential, or real problems that may involve workplace violence. Employees are encouraged to report their concerns to their supervisor, department head, or the Human Resources Director. If appropriate, an investigation will be under taken and specific action will be pursued.

#### **E This Code of Business Conduct**

This Code of Business Conduct sets out basic principles and standards of conduct to guide all elected officials, appointed officials, employees and volunteers who represent the city in any capacity. The Code is to promote public confidence in the integrity of city government and its effective and fair operation. This Code is a means to employ independent, objective judgment in the performance of municipal duties. Municipal matters are to be based on merit, free from avoidable conflicts whether real or apparent. The city is committed to treating public services as a public trust. The city desires to use the power and resources of public service to advance the public trust and not for the purposes of attaining personal or private benefit. The city does not want this

policy to discourage anyone from serving the city in any appointed, elected or volunteer position. Some municipal representatives, such as independent contractors, vendors and volunteers, may conduct business with the city in their capacity as business persons. However, under this policy, those same municipal representatives would be required to abstain or recuse themselves when a decision they influence may provide personal benefit or gain to them. The Code of Business Conduct addresses standards for ethical behavior by municipal representatives. As with any policy, it is not possible to provide guidance for all improper business practices. If a situation arises which is ambiguous or is not specifically addressed by this Code, municipal representatives should avoid the conflict of interest or compromising action. If a municipal representative has questions or concerns, he or she may contact the city's internal auditor for guidance.

- I. Definitions.
  - A. Appointed officials. Persons appointed to serve on any municipal board, commission or committee as authorized in the City of Fort Smith Code of Ordinances and Arkansas state law.
  - B. Arkansas Ethics Commission. The commission established by A.C.A. § 7-6-217 to review reported violations of conduct by elected and appointed officials.
  - C. Business entity. Any of the following entities whether or not carried on for the purpose of profit: business, sole proprietorship, firm, partnership, unincorporated association, venture, trust, or corporation.
  - D. Contract. Any arrangement or agreement pursuant to which any material, service or other thing of value is to be furnished for a valuable consideration or is to be sold or transferred. For purposes of this Code, "contract" does not include:
    - i. Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;
    - ii. Merchandise sold to the highest bidder at public auctions;
    - iii. Investments or deposits in financial institutions which are in the business of loaning or receiving monies;
    - iv. Contracts with a corporation in which a municipal representative exercising an official action holds a de minimis interest, i.e., five (5) percent or less.
  - E. Employee. Any person holding any paid position of employment with the city.
  - F. Fiduciary duty. A responsibility of, relating to, or involving a confidence or public trust.
  - G. Gift. Any payment, entertainment, advance, services, or anything of value, unless consideration of equal or greater value has been given therefore. Per state law, an allowable gift to public officials is anything which is fifty dollars (\$50.00) or less in value.
  - H. Independent contractor. A person or entity other than an officer or employee who is paid for services rendered to the city pursuant to a contract for services and any officer, employee, agent, volunteer or subcontractor of such people or entity.
  - I. Interest. A substantial interest held by an individual that is:
    - i. An ownership in a business;
    - ii. A creditor interest in an insolvent business;
    - iii. An employment or a prospective employment for which negotiations have begun;
    - iv. An ownership interest in real or personal property;
    - v. A loan or any other debtor interest; or
    - vi. A directorship or officership in a business.The term "interest" is intended to reflect a pecuniary, property, or commercial benefit, or any other benefit the primary significance of which is economic gain or the avoidance

of economic loss, but does not include any matter in which a similar benefit is conferred to all persons or property similarly situated. An interest of the following persons and entities will be deemed to constitute an interest of a municipal representative:

- a. Any relative of a municipal representative; or
  - b. Any business entity in which the municipal representative is an officer, director, employee, partner or owner; or
  - c. Any business entity in which the municipal representative owns or controls shares of stock, the aggregate of which constitutes more than one (1) percent of the shares of the business entity then outstanding. Participation in a stock mutual fund shall not be considered an interest in a business entity of which the mutual fund owns or controls shares of stock.
- J. **Municipal representative.** An officer, elected official, appointed official, employee, independent contractor, or volunteer of the city, including candidates for elected positions.
- K. **Officer.** All elected or appointed officials including but not limited to:
1. Mayor;
  2. Director;
  3. District judge;
  4. City administrator;
  5. Treasurer;
  6. Attorney;
  7. City clerk;
  8. Police chief; and
  9. Fire chief.
- L. **Relative.** Any person related to a municipal representative by blood or marriage, in any of the following degrees: parents, spouse, children, stepchildren, brothers, sisters, parents-in-law, nephews, nieces, aunts, uncles, first cousins, grandparents, grandchildren and children-in-law. A separation between spouses shall not be deemed to terminate relationships described herein.
- M. **Verified complaint.** A written complaint containing a statement signed by a person indicating he or she has personal knowledge of the allegations of the complaint and knows them to be true.
- N. **Volunteer.** Any person who is appointed or authorized to act on behalf of the city in any manner without compensation.
- II. **Code of Business Conduct.**
- A. **Conflicts of interest.** Municipal representatives must avoid conflicts of interest involving the city or its business. A conflict of interest occurs when an individual's private interest interferes in any way, or even appears to interfere, with the interests of the city as a whole. A conflict situation can arise when a municipal representative takes actions or has interests that may make it difficult to perform his or her work for the city objectively and effectively. Conflicts of interest also arise when a municipal representative or their relatives receive improper personal benefits with the city. In accordance with state laws, officers will disclose financial interests and they will abstain from participating in deliberations and decision-making where conflicts may exist. In the event that a municipal representative considers that a personal association may cause or appear to cause a potential conflict of interest, he or she may declare such in writing and request that the declaration be kept on file. Page 188 of 210

- B. **Impartiality in the performance of duties.** Municipal representatives will perform their duties without regard for personal benefit.
- C. **Financial interests.** A municipal representative is prohibited from engaging in a financial transaction for his or her private business purposes as it relates to city business. Furthermore, a municipal representative will not perform an official act, to its economic benefit, a business or other undertaking in which he or she either has an interest or is engaged as counsel, consultant, representative or agent.
- D. **Representation before boards, committees or commissions.** A municipal representative will not appear before the city board or any commission or committee on matters for which or over which he or she sits or has supervisory or advisory responsibilities, except in the official representation of the city.
- E. **Political activities.** Officers are nonpartisan. There will be no partisan references or campaigning for political office at meetings of the board or any city commission or committee. Partisanship will not be a factor in any official action of any municipal representative.  
Laws governing employee involvement in political activities shall be adhered to in accordance with federal and state laws. Specifically, A.C.A. § 21-1-501 through § 21-1-503 will be followed.
- F. **Misuse of position.** All municipal representatives have a fiduciary duty to refrain from using their positions in any manner for personal or private gain or which is detrimental to the public good. Municipal representatives must be mindful that the appearance of impropriety can be as corrosive as an actual impropriety, and must strive to avoid situations which may create an appearance of impropriety.
- G. **Misuse of city assets.** Municipal representatives must not request, direct or permit for personal use the use of any city vehicle, equipment, or facilities not available to the general public. City funds and resources shall not be directed for personal use or gain by municipal representatives.
- H. **Confidential information.** Municipal representatives shall respect the confidentiality of information concerning city property, personnel or proceedings of the city. They shall neither disclose confidential information without proper authorization, nor use such information to advance their personal interests.
- I. **Nepotism.**
  - 1. **Employment procedures.** It shall be a violation of the Code to engage, hire or appoint a relative of a municipal representative unless the city's personnel policies applicable to such employment appointment have been followed.
  - 2. **Terms of engagement.** Municipal representatives are prohibited from influencing or attempting to influence the compensation, benefits, or other terms and conditions of engagement by or service to the city applicable to any relative of a municipal representative. Page 189 of 210
- J. **Gifts.** Gifts in value greater than fifty (\$50.00) shall not be accepted by municipal representatives for services or official actions while performing official duties of his or her position. The acceptance of cash or the equivalent is never permitted. Municipal representatives shall not solicit gifts. The city follows state law regarding the definition of gifts in A.C.A. § 21-8-401 through § 21-8-804.

- K. **Outside employment or service.** Municipal representatives shall not engage in or accept any employment or service, other than employment by the city, if such employment or service reasonably would tend to impair the municipal representative's independence of judgment in the performance of his or her duties. Outside employment by employees must follow applicable city personnel policies.
- L. **Fund-raising activities.** Political fund-raising is prohibited by municipal representatives on city time, in a city uniform, and in a city workplace. Charitable fund-raising by employees in a city workplace and on city time must be approved by the city administrator.
- M. **Contracts with the city.** Municipal representatives shall not be engaged as a vendor or independent contractor with the city when their city position is a factor in the decision-making process and the relationship would create a conflict of interest.
- N. **Crimes.** Municipal representatives may be removed from their position if convicted of a felony or a misdemeanor which relates directly to their official duties.
- O. **Discrimination.** Municipal representatives shall not violate any federal, state or city laws prohibiting discrimination.
- P. **Sexual harassment.** Municipal representatives shall not violate any federal, state or city laws prohibiting sexual harassment.
- Q. **Retaliation.** Municipal representatives shall not violate any federal, state or city laws prohibiting retaliation, including retaliation against whistle blowers or those filing claims against the city. Specifically, A.C.A. § 21-1-601 through § 21-1-609 will be enforced.
- R. **Similar conduct.** Other similar conduct which threatens the public confidence in the integrity of government including but not limited to illegal conduct, conduct which puts self-interest before public interest, or conduct involving dereliction of duties is prohibited
- S. **Other policies or rules of conduct.** A municipal representative may be required to follow more stringent policies or rules of conduct, such as departmental personnel policies. The more stringent policies or rules must be followed.

**III. Enforcement.**

- A. **Complaints.** A verified complaint in writing, signed by someone with personal knowledge of the facts giving rise to the complaint, which states the name of any person alleged to have committed a violation of the Code and which sets forth the particulars thereof shall be reported to:
  1. State ethics commission for violations involving elected officials;
  2. City board of directors for violations involving appointed officials and volunteers; and
  3. Director of human resources for violations involving employees.

The filing of a frivolous complaint by a municipal representative shall be a violation of this code.

- B. **Investigation.** Following receipt of an internal or external verified complaint or upon the receipt of other information, whether or not under oath, that provides a reasonable basis to believe that a violation of the Code has been committed or that an investigation of a possible violation is warranted, the city internal auditor will provide a written report within five business days of receiving the complaint. If evidence exists that a violation has occurred, the violator shall be notified and the report shall be presented to the appropriate level of authority.

- C. **Corrective action and sanctions. If a violation has been determined, the state ethics commission, board of directors or director of human resources shall recommend an appropriate penalty or corrective action in accordance with applicable laws and/or city personnel policies.**

**SECTION III: Disciplinary Action & Personal Conduct**

- H. **The following are some, but not all, of serious infractions of personal conduct standards that will call for disciplinary action ranging from a verbal warning or reprimand to discharge/termination of employment:**

**21. Violation of the City's Code of Business Conduct**

# B

## FSFD Operations Manual

2014 Edition



Page 1 of 210

**RULES AND REGULATIONS OF THE CIVIL SERVICE COMMISSION FOR THE CITY OF FORT SMITH,  
ARKANSAS FIRE DEPARTMENT January 22, 2014**

**Section 3: Probationary Appointment Policy - Background Investigation**

- 3:02** No person shall be considered for appointment to the Fort Smith Fire Department who has been convicted of a misdemeanor that involves a crime of theft, of violence (including domestic violence), or of drug usage.

**Fort Smith Fire Department Operations Manual**

**Section 1.5 Scope**

- 1.5.1** The provisions of the Operations Manual of the Fort Smith Fire Department shall be observed by all uniform members of the Fire Department in order to maintain the confidence, respect and support of the community.
- 1.5.2** Violation of the Operations Manual of the Fort Smith Fire Department, the Civil Service Commission's Rules and Regulations, the ordinances of the City of Fort Smith, laws of the State of Arkansas or the United States, departmental orders, policies and directives shall subject the offender to disciplinary action which may take the form of a verbal or written reprimand, reduction in rank, suspension without pay, suspension with pay or discharge from employment. Action taken will depend upon the severity of the offense, the record of the offender and the seriousness of the consequences of the violation.
- 1.5.3** Disciplinary action under these Rules and Regulations shall be in accordance with the Civil Service Commission's Rules and Regulations.
- 1.5.4** It shall be the duty of all members to take corrective action and submit in written report to an immediate supervisor whenever they learn through personal observation or a report of any violation of the Operations Manual, the Ordinances of the City of Fort Smith, and/or the laws of the State of Arkansas or the United States by any uniform member of the Department.
- 1.5.5** Should the violation involve an incident of serious nature, the Chief or the on duty Chief Officer detecting the violation shall relieve the offender from duty. Should the observing uniform member be of lesser rank than the offender, he/she shall notify their supervisor immediately. The offender shall be instructed to keep himself/herself available to the Office of the Fire Chief.
- 1.5.6** When a violation does not involve gross misconduct, but could cause discredit to the Department or any member thereof, an initial investigation and report shall be made in writing setting out the known facts of the case by the department member that has knowledge of the incident and that report shall follow the chain of command to the Office of the Fire Chief. An investigation then will be initiated to determine the nature and degree of the violation.
- 1.5.7** Minor violations, which do not involve gross misconduct and which will not reflect discredit upon the Department, but which indicate a need for some form of discipline and/or training, may be handled by the offender's Chief Officer or Superior.
- 1.5.8** No member of the department shall procure appointment in the department by means of willful misrepresentation or omission any material facts concerning his/her personal history, qualifications for employment, or physical condition. Any willful misrepresentation or omission of material fact, whenever discovered, shall be basis for termination from employment with the department.

- 1.5.9 If any section, sentence, clause or phrase of the Operations Manual of the Fort Smith Fire Department is for any reason held invalid, such decision shall not affect the remaining portions.

**Section 1.6 Professional Conduct and Personal Bearing**

- 1.6.1 Dereliction of duty on the part of any uniform member of this Department that is detrimental to the proper performance of the functions of the Department is cause for disciplinary action. The offender shall be punished according to the severity of the violation, the results brought by the dereliction, and the effect it has upon the discipline, good order and the best interest of the Department. Although not on an exhaustive list, the following described sections constitute dereliction of duty.
- 1.6.1.1 Failure of a supervisor or a chief officer to take immediate action when a violation of these Rules and Regulations come to his/her attention, regardless of the supervisor's or violator's assignment or rank within the Department.
  - 1.6.1.2 Failure to observe and adhere to the Operations Manual of the Department.
  - 1.6.1.3 Failure to give name, rank or duty assignment to any person upon request.
  - 1.6.1.4 Failure to observe and adhere to the Operations Manual of the Department. Failure to give name, rank or duty assignment to any person upon request. To be under the influence of a controlled substance; to be a user of a controlled substance; to take medication in a manner not prescribed by a physician, dentist, podiatrist, veterinarian, mid-level practitioner, or other practitioner who is 1) authorized to prescribe controlled substances by the jurisdiction in which the practitioner is licensed to practice, 2) Registered with the DEA or exempted from registration, or 3) an agent or employee of a hospital or other institution acting in the normal course of business or employment under the registration of the hospital.
  - 1.6.1.5 To be under the influence of any prescription drug not previously reported to the Department.
  - 1.6.1.6 Unnecessary violence toward any person.
  - 1.6.1.7 Disrespect shown toward any supervisory officer, any civilian supervisor or subordinate or any other member equal in rank.
  - 1.6.1.8 Use of unnecessarily loud, indecent, profane, or rude language in the performance of official duties or in the presence of the public or during the presence of any other member of the Department.
  - 1.6.1.9 To accept, agree to accept, or solicit a bribe. [A bribe shall be defined as a gift, money, thing of value, testimonial, appointment or personal advantage, or the promise or solicitation of same for the purpose of obtaining special privileges or personal gain by the donor or the person.]
  - 1.6.1.10 Cowardice or failure to perform firefighting duties because of danger.
- 1.6.2 No member of this Fire Department shall engage in any conduct which constitutes conduct unbecoming a uniform member of this department or neglect of duty.
- 1.6.3 No member of this Fire Department shall engage in any personal act or conduct which, if brought to the attention of the public, could result in justified criticism of that member or the Department.

- 1.6.4 All members of this Fire Department shall treat supervisors, subordinates and associates with respect. Employees shall be courteous and civil at all times in their relationships with one another. When on duty, in the presence of the public or other employees, members shall be referred to by rank and proper surname.
- 1.6.5 Members shall not publicly criticize or ridicule the Department, its policies or other employees by speaking, writing or expressing any manner which is defamatory, obscene, and unlawful or tends to impair the operation of the Department by interfering with its efficiency, with the ability of supervisors to maintain discipline or by a reckless disregard for the truth.
- 1.6.6 Members shall not ridicule, mock, taunt or belittle any person at any time. Neither shall he/she willfully embarrass, humiliate, nor shame any person, nor do anything that might incite any person to violence.
- 1.6.7 Members shall not conduct themselves in the offices and buildings of the Department in a manner which would discredit any member of the Department.
- 1.6.8 Members shall not engage in any form of gambling while on duty.
- 1.6.9 Members shall not engage in "horseplay" or the playing of pranks while on duty.
- 1.6.10 Members shall not solicit any funds for the purpose of buying a gift for any member of the Department without permission of the Office of the Fire Chief.
- 1.6.11 Members shall not receive any money or gift from any type of solicitation for special circumstances not previously approved by the Fire Chief.
- 1.6.12 Members shall not accept, either directly or indirectly, any gift, gratuity, reward, loan, fee, discount, rebate or special consideration arising from or offered that might reasonably tend to influence him/her in the discharge of his/her duties.

#### **Section 25.15 Workplace Violence**

**25.15.1** The Fort Smith Fire Department has a zero tolerance policy for workplace violence. Zero tolerance means that threats, intimidation, harassment, or acts of violence (particularly employee against employee assaults) shall not be tolerated. If any employee displays or threatens any violent activity in the workplace, he or she shall be subject to immediate disciplinary action up to and including termination of employment.

#### **25.15.2 Definitions and Clarifications**

- 25.15.2.1** Workplace violence: An implied or actual act or threat made directly or indirectly that creates, or could create, physical harm to employees, their families, friends or property that takes place at the workplace or because of performing work duties associated with employment by the City of Fort Smith.
- 25.15.2.2** Long gun: Any firearm with a barrel length of more than twelve (12) inches designed, made, or adapted to be fired with two hands.
- 25.15.2.3** Handgun: Any firearm with a barrel length of less than twelve (12) inches designed, made or adapted to be fired with one hand.
- 25.15.2.4** Knife: Any bladed (a blade of three and one-half inches or longer) hand instrument that is capable of inflicting serious physical injury or death by cutting or stabbing. It includes a dirk, sword or spear in a cane, razor, ice pick, throwing star, switchblade, and butterfly knife.

- 25.15.2.5 **Club:** Any instrument that is specially designed, made, or adapted for inflicting serious physical injury or death by striking, including a blackjack, Billie, and sap.
- 25.15.2.6 **Course of conduct:** A pattern of conduct composed of two or more acts separated by at least 36 hours but occurring within one year. Constitutionally protected activity is not included within the meaning of course of conduct.
- 25.15.2.7 **Stalking:** A person commits stalking if he or she purposely engages in a course of conduct that harasses another person and makes a terroristic threat with the intent of placing that person in imminent fear of death or serious bodily injury or placing that person in imminent fear of the death or serious bodily injury of his or her immediate family.
- 25.15.2.8 **Harassment:** A person commits harassment if, with intent to harass or threaten another person, the person:
- Communicates or causes a communication with another person by verbal, electronic, mechanical, telegraphic, telephonic or written means in a way that harasses or threatens.
  - Continues to follow another person in or about a public place for no legitimate purpose after being asked to desist.
  - Engages in a course of conduct or repeatedly commits an act that harasses or threatens another person.

#### **Section 25.16 Prohibited Possession of Weapons**

25.16.1 It is prohibited for any employee, while on City property or while conducting City business, to carry (or possess), maintain in a vehicle, or maintain in a desk, locker, a personal item or otherwise have readily available for use as a potential weapon, any loaded or unloaded long gun or handgun, knife, club, bow and arrow/crossbow, ammunition or item that clearly is intended as a weapon. For the purpose of this prohibition, a City tool is not considered to be a prohibited weapon.

#### **Section 25.17 Prohibited Activities**

- 25.17.1 While on City property or while conducting City business, any persons involvement in workplace violence including, but not limited to, any act of violence (including pushing and shoving) or threats of violence (including "joking" or intimidation of others).
- 25.17.2 Any course of conduct by a City employee, that may or may not occur on City property or while conducting City business, and involves another City employee(s), their families, friends, or property that includes stalking or harassment as defined above and by the laws of the State of Arkansas.

**C**



**Fort Smith Police Department**

**Policies and Procedures**  
**“...Pride and Progress...”**

**RULES AND REGULATIONS OF THE CIVIL SERVICE COMMISSION FOR THE CITY OF FORT SMITH,  
ARKANSAS POLICE DEPARTMENT January 22, 2014**

**Section 3: Probationary Appointment Policy - Background Investigation**

**3:02** No person shall be considered for appointment to the Fort Smith Police Department who has been convicted of a misdemeanor that involves a crime of theft, of violence (including domestic violence), or of drug usage.

**Fort Smith Police Department Rules and Regulations**

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**Professional Conduct and Personal Bearing Section 300**

**Public Activities Section 500**

**Protection of Prisoners, Their Rights, & Their Property Section 600**

**SECTION 300 [LE 26.1.1]**

**PROFESSIONAL CONDUCT AND PERSONAL BEARING**

**301.08** Unnecessary violence toward any person.

**306.** Officers shall not ridicule, mock, taunt, or belittle any person at any time. Neither shall he/she willfully embarrass, humiliate, nor shame any person nor do anything that might incite any person to violence.

**SECTION 500**

**PUBLIC ACTIVITIES**

**505.** Officers shall not become a member of any organization, association, movement or group that commits or advocates acts of force or violence to deny others their rights under the Constitution of the United States or which seeks to alter the form of government of the United States by unconstitutional means.

**SECTION 600**

**PROTECTION OF PRISONERS, THEIR RIGHTS AND THEIR PROPERTY**

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**Policies and Procedures:**

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**D. Acts which constitute a crime under the laws of this state and which constitute domestic abuse as defined by law against a family or household member and which**

occurred within twelve (12) hours of the arrest. (Arkansas Rules of Criminal Procedure Rule 4.1)

**G. Authority to Issue Citations to Appear [LE 1.2.6] [LE 1.2.7]**

**3. Any suspect arrested for an offense related to Domestic Abuse will not be issued a Citation to Appear.**

**1102-12 - Police Training Program:**

**IV. Core Program Elements, Evaluations, and Documentation**

**A. The PTO Program, based on the national model developed by the Department of Justice in conjunction with the Community Oriented Policing Services division, has several key elements which are essential to the success of the training methodology. These elements are utilized in concert to help guide and measure the success of the applicants in achieving the course objectives, and to document their progress in training. Each element is described below: [LE 33.4.2.b][LE 33.4.3.g] [LE 33.4.3.h]**

**2. Learning Activity Packets (LAPs) – Learning Activity Packets will serve as a supplement to day to day training with PROs. LAPs will cover topics and specific tasks that are not covered in policy or Operational Memorandums. PROs will be given a set of LAPs during each phase of training. The PROs will be given a practice quiz at the Mid-Term and Final Evaluation phases that cover the topics in the LAPs. These quizzes are not pass or fail however if the PRO performs poorly on the practice they will be issued the LAP again until competency is demonstrated. LAPs may also be produced in an “as needed” basis to a PRO that needs remedial. This will be done at the discretion of the PTO Chain of Command. The initial list of topics are below;**

**15. Domestic violence procedures**

**1103-02 – Selection Process - Police Officer:**

**IV. Grounds for Rejection**

- 4. Any domestic abuse conviction regardless of the date committed.**
- 5. Any misdemeanor conviction of a crime of theft, violence or drug usage.**
- 7. Persons charged with a criminal offense that was dismissed through deferred adjudication may be considered for employment except when the charge was for:**
  - k. Domestic abuse**

**1103-04 – Selection Process - Non-Sworn**

**IV. Grounds for Rejection**

- 4. Any domestic abuse conviction regardless of the date committed.**
- 5. Any misdemeanor conviction of a crime of theft, violence or drug usage.**

7. Persons charged with a criminal offense that was dismissed through deferred adjudication may be considered for employment except when the charge was for:

k. Domestic abuse

**1104-07A – Disciplinary Matrix: Rule 202 (page 1); Workplace Violence (page 5)**

Allegation	Class Type	Rule	Policy	1st Offense	2nd	3rd Offense
Listed criminal offense : Any Felony Offense/Any Drug offense/Any Domestic Violence offense/ Any DWI Related offense/ Any Theft offense	Class A	202	varies	Termination		
Workplace Violence	Class A	301.08 / 301.09 / 303 / 306 / 307	1104.08	up to 30 calendar day suspension or termination	up to 30 calendar day suspension or termination	Termination

**1104-08 – Workplace Violence: (all)**

**I. Purpose and Scope**

A. The purpose of this policy is to establish policies regarding behavior in the workplace by members of the Fort Smith Police Department. This policy shall apply to all members of the Fort Smith Police Department.

**II. Policy**

- A. It shall be the policy of the Fort Smith Police Department to make reasonable efforts to ensure that all members work in an environment free of all forms of workplace violence. The Fort Smith Police Department considers workplace violence a form of serious employee misconduct. Therefore, the Police Department shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of workplace violence.
- B. It is the policy of the Fort Smith Police Department that workplace violence and/or conduct that interferes with the Department’s operations, which discredits the Police Department, or that which is offensive to visitors or co-workers will not be tolerated, regardless of whether that conduct is that of a member, associate of a member, or a visitor.

**III. Definition**

A. Workplace Violence – Any act of aggression or any statement which could be perceived as an intent to cause harm to the Fort Smith Police Department or to an

individual, whether personal, such as physical or emotional; or impersonal, such as property damage or theft.

#### **IV. Procedure**

- A. Every member of the Fort Smith Police Department shall be mindful of their actions to ensure that his conduct does not include or imply a breach of this policy.**
- B. Prevention of violence in the workplaces of the Fort Smith Police Department cannot solely be an effort of management. Every member of the Department must share in this effort. Therefore, it shall be the responsibility of each member of the Police Department to report violence or suspected violence, whether by a member or non-member, to their supervisors.**
- C. If any form of workplace violence to a person or property has taken place or is taking place, the following procedures shall apply:**
  - 1. The member should immediately report the violence or his suspicions of violence to his supervisor. If the violence involves that supervisor, then the violence should be reported to the Chief of Police.**
  - 2. Any supervisor who receives a report of, or has knowledge of, or suspects the occurrence of workplace violence should promptly assess the situation and ensure the direct safety of any and all personnel or property involved. The supervisor shall notify the Chief of Police and the Office of Professional Standards as soon as prudent and possible.**
  - 3. At the direction of the Chief of Police, the Office of Professional Standards shall conduct an investigation of the incident and report the findings to the Chief of Police.**

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December 18, 2014

Mr. Richard Jones  
Director of Human Resources  
623 Garrison Avenue, 3<sup>rd</sup> Floor  
Fort Smith, AR 72901

Re: Domestic Violence Policy

Dear Mr. Jones:

You asked for our input on the possibility of the City of Fort Smith adopting a zero tolerance policy as it relates to domestic violence. Accompanying this letter is a lengthy memo that outlines some of the primary issues and concerns vis-à-vis domestic violence both in the workplace and out of the workplace.

The City, of course, currently has a policy in place that addresses workplace violence whether employee to employee or employee to those with whom the employee might come into contact in the course of performing their duties. As noted in the memo, all non-uniformed employees of the City have no contract (with the exception of the City Administrator), and, therefore, are employees at-will and, unless part of a protected group as referenced in the memo, may quit employment with the City or be terminated at any time, with or without cause.

As it relates to domestic violence allegations for conduct off-duty, not involving other City employees or members of the public with whom the City employee comes in contact as part of their duties, a proposed zero tolerance policy becomes more complicated. Because of the potential that allegations of domestic violence might be unfounded, the issue of whether an employee should be terminated simply because they have been arrested raises both practical and legal concerns. That is, as a practical matter, if the employee is a good employee, should they be terminated merely because of the arrest, especially, with the possibility of a criminal proceeding that ultimately turns out in favor of the accused? Legally speaking, the accompanying memo points out that, when it comes to termination decisions based solely on arrest, the Equal Employment Opportunity Commission has taken the position that, in many instances, it could have a disparate impact on certain races and thus could result in litigation alleging violation of Title VII of the Civil Rights Act.

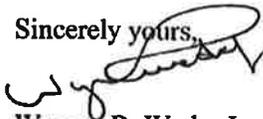
While the genesis of the local discussion about potential zero tolerance for domestic violence

perhaps focused on the alleged perpetrator, the memo suggests that any discussion also include the City employee who might be a domestic violence victim. For that circumstance, the memo identifies possible language that has been used by other entities in framing their policy for alleged domestic violence victims.

While lengthy, the memo does not discuss whether any proposed zero tolerance policy ought to extend to those that might do business with the City. Should that also become part of the discussion, it is conceivable that a "morals" clause or a good behavior clause could be inserted into the City's contracts. As an example, existing contracts may already have provisions relating to the use of undocumented workers. Similarly, a contract could include a clause relating to certain types of "bad" conduct. However, in contemplating the inclusion of such a contractual clause, the question then becomes who is to be included, i.e., is it only principals or does it extend to all of the employees – which could be a significant number. Would such a clause be part of all contracts including those with out-of-state providers? Again, how extensive is the application of the clause particularly as it relates to a large business? Furthermore, if such clause were to be included in the contracts, would the "off-duty" conduct include things other than alleged domestic violence, e.g., arrest for driving while intoxicated, shoplifting, assault/battery, public sexual indecency, etc.? Would the fact that a contractual partner (or any of its employees) of the City had been arrested have any relationship to the services or product being provided to the City or necessarily reflect unfavorably on the City itself? Lastly, as with off-duty conduct of the City's own employees, how would the City investigate and then enforce the provision?

After reviewing the accompanying memo, please let us know if you have additional questions or comments.

Sincerely yours,



Wyman R. Wade, Jr.  
WRW/cmm

Enclosure

### Domestic Violence

According to a 2011 report from the Center for Disease Control, an estimated 420,000 women and 375,000 men in Arkansas have been victims of physical abuse, rape, and/or stalking by an intimate partner at some point in their lives. This means that 36% of the adults (18 years and older) in Arkansas have been victims of intimate partner violence during their lifetimes. See Center for Disease Control, National Intimate Partner and Sexual Violence Survey, 2010 summary report; <https://courts.arkansas.gov/administration/domestic-violence/statistics>.

At page 1 of the City of Fort Smith's Human Resources Policies handbook, it is noted that:

Continuity of employment covered by this policy will be subject to good behavior, satisfactory work performance and the availability of funds. Neither this policy nor the contents of any other human resources policy and procedure handbook that may be used by the City, nor any oral promise, would constitute or imply an employment contract. Rather, employment with the City of Fort Smith is at-will and for an indefinite period of time, capable of being terminated at any time by the employee or by the City.

This employment-at-will doctrine has, however, been modified by the Arkansas Supreme Court. For example, the Arkansas Supreme Court, in Sterling Drug, Inc. v. Oxford, 294 Ark. 239, 743 S.W.2d 380 (1988), cited with approval a United States District Court opinion which outlined four exceptions to the employment-at-will doctrine:

Arkansas law would recognize at least four exceptions to the at-will doctrine, excluding implied contracts and estoppel. These are (1) cases in which the employee is discharged for refusing to violate a criminal statute (2) cases in which the employee is discharged for exercising a statutory right; (3) cases in which the employee is discharged for complying with a statutory duty; and (4) cases in which employees are discharged in violation of the general public policy of the state.

Sterling Drug, 294 Ark. at 245, 743 S.W.2d at 383, quoting Scholtes v. Signal Delivery Serv., Inc., 548 F.Supp. 487, 494 (W.D. Ark. 1982). Additionally, there are numerous state and federal laws that prohibit employers from firing employees for certain reasons, e.g., racial discrimination, religious discrimination, gender or pregnancy discrimination, disability discrimination, retaliation, union affiliation or activities, National Guard or Reserve duties, or on the job injuries.

As it relates to domestic violence, vis-à-vis the workplace, Section I, subsection D, at page 5 of the City of Fort Smith's Human Resources Policies handbook, provides:

The City will have a "zero tolerance" for workplace violence. Zero tolerance

means that threats, intimidation, harassment, or acts of violence (particularly employee against employee assaults) will not be tolerated. If any employee displays or threatens any violent activity in the workplace, he or she will be subject to immediate disciplinary action up to and including termination of employment.

Section I, subsection D.3, at page 7 of the Human Resources Policies handbook, goes on to state that the following actions are prohibited:

- a. While on City property or while conducting City business any person's involvement in workplace violence including, but not limited to, any act of violence (including pushing and shoving) or threats of violence (including "joking" or intimidation or others).
- b. Any course of conduct by a City employee that may or may not occur on City property but while conducting City business, and involves another City employee(s), their families, friends, or property that includes stalking or harassment as defined . . . [in the City's Human Resources Policies handbook] and by the laws of the State of Arkansas.

Accordingly, as it relates to violence, or threatened violence, in the workplace, or on City property, or while conducting City business, and which involves other City employees, their families, friends, or property, there is in place an existing City policy the violation of which could result in discipline up to and including termination.

Additionally, in Section I, subsection E.2., the following provisions are currently in effect:

n. Crimes – Municipal representatives may be terminated or removed from their position if convicted of a felony or a misdemeanor which relates directly to their official duties.

...

r. Similar Conduct – Other similar conduct which threatens the public confidence in the integrity of government, including but not limited to, illegal conduct . . .

Inasmuch as the City already has a workplace violence policy, and other existing policies which, arguably, could be implicated in a domestic violence situation, the question, especially, in light of recent well-publicized events involving professional athletes and allegations of domestic violence, is what is an employer to do about off-duty domestic violence? As is pointed out below, there are no easy answers, but there are a few ideas and observations.

While the City's existing policy would permit termination of an employee who is convicted of a felony or is convicted of a misdemeanor that relates directly to their official duties, there

currently is no policy that would specifically allow termination for conviction of a charge of domestic violence unrelated to their official duties. Accordingly, the City might consider amending its policies handbook to include a potential basis of discipline for "conduct unbecoming a public employee." Such conduct might include, but not be limited to, arrest or conviction of domestic violence. This would be based on the position that taxpayer dollars should not be spent on an employee who commits abusive acts or that the commission of those acts renders the employee unfit for public service.

If the alleged domestic violence occurs off-duty, not on City property, does not involve other City employees, and is completely unrelated to the workplace, then the matter is a bit more complicated. That is, it is possible that the employee is the victim. In such instances, the employee might be distracted, scared, upset, or frequently absent because of physical injury or psychological trauma, or court appearances. The employee might spend too much time commiserating with coworkers and not working. Additionally, there is the possibility that the abuser could show up, causing the "private matter" to impact the workplace. In such instances, and, because of these risks, some employers have been known to terminate the victim because the off-duty situation has now created too much disruption in the workplace or has put the employees or others at risk.

On the other hand, it is possible that the employee is the perpetrator. While the perpetrator may be doing a great job, should an employer fire the employee for off-duty conduct that has no noticeable impact on the workplace, it raises the specter of a claim for discrimination or some other type of wrongful termination.

#### Employee as Victim

In the event an employee is the victim, the City might consider having a policy that includes one or more of the following:

- (1) All employees should be sensitive and non judgmental when supporting victims of domestic violence,
- (2) An employee shall not be disciplined or penalized in the workplace for being a victim of domestic violence,
- (3) When an employee subject to discipline confides that the job performance or conduct problem is caused by domestic violence, that information will be kept confidential and the employee shall be referred to the City's Employee Assistance Program,
- (4) The employee's participation in the Employee Assistance Program shall be voluntary,
- (5) An employee might be allowed accrued paid or unpaid sick time, vacation time, personal time, or disability leave to address the effect of violence on their life, and,
- (6) Employees who are victims of domestic violence shall work with their supervisor to ensure that adequate safety measures are in place in the workplace.

#### Employee as Alleged Perpetrator

Often, when employers learn that an employee has been accused of domestic violence, the instant reaction is disgust and concern about implications for the business, including a negative impact on reputation and potential liability if the employee has extensive contact with the public. Accordingly, a first reaction might be to terminate the employee. However, of particular legal concern is whether an employee should be terminated simply because they have been arrested, but not yet convicted. It is conceivable that the allegations are false and thus a zero tolerance policy based solely on an arrest could result in a good employee being fired prematurely.

Importantly, under the Equal Employment Opportunity Commission's (EEOC) interpretation of Title VII of the Civil Rights Act, employers who routinely take adverse action against employees or applicants on the basis of their arrest or conviction records alone are deemed vulnerable to adverse impact-related discrimination charges. The EEOC has taken this position because members of certain minority groups are arrested at disproportionately higher rates than whites, and thus the potential exists for disproportionately higher adverse employment outcomes if an employer bases its employment decision solely on criminal charges.

The EEOC, when considering arrest records, suggests that employers take action only if the conduct was job-related and relatively recent. The EEOC further suggests that employers "examine the surrounding circumstances, offer the applicant or employee an opportunity to explain and, if he or she denies engaging in the conduct, make the follow-up inquiries necessary to evaluate his/her credibility." The EEOC goes on to note that "a blanket exclusion of people with arrest records will almost never withstand scrutiny." See "Domestic Violence: Can You Fire the Perpetrator?" by Maurine Minehan.

As Ms. Minehan points out in her article, "Domestic Violence: Can You Fire the Perpetrator?", the better way to avoid litigation related to termination of employees accused of domestic violence is to make the business case for their dismissal. For example, business reasons for termination might include: damage to the employer's reputation; extensive contact between the employee and the public for which the employer could be held liable should a similar instance occur; or the potential for harm to other employees.

Other legal analysts suggest that an employer should assess the risk to their business before drafting a policy that would allow termination of an employee for off-duty conduct. If there is little threat to the employer or to the employer's employees from the accused employee's actions, the suggestion is to "await the results of the criminal proceeding" before taking action. Consequently, fundamental fairness might dictate not terminating an employee until there is a final disposition of the matter.

In addition, the practical question arises as to what, if any, other off-duty conduct ought to be considered when discussing a policy potentially applying disciplinary measures to off-duty conduct. For example, should an arrest for DWI, Public Sexual Indecency, Battery (not Domestic Violence), Public Intoxication, or other alleged criminal conduct that might, if

publicized, bring discredit to the employer, be part of the discussion?

### Uniformed v. Non-Uniformed Personnel

Should the City of Fort Smith add to its current policy regarding workplace violence and/or add additional policies governing off-duty domestic violence, it should be remembered that uniformed personnel, i.e., police officers and firefighters, are governed differently from non-uniformed personnel with the City of Fort Smith. That is, both police officers and firefighters are subject to rules and regulations, as well as policies and procedures, of their respective departments and, ultimately, in many instances, have the right of a grievance hearing or trial before the Civil Service Commission in the event of disciplinary action. Accordingly, any changes to the Human Resources Policies handbook of the City should be done with the realization that those policies by themselves will not affect police officers or firefighters.

While I believe that our police department and/or fire department may already have similar rules governing "unbecoming conduct," I have not specifically reviewed for that. However, below is a copy of a rule utilized by the Olympia, Washington Police Department that is applicable to this current conversation:

Unbecoming conduct - A police officer is the most conspicuous representative of government, and to the majority of the people is a symbol of stability and authority upon whom they can rely. An officer's conduct is closely scrutinized, and when an officer's actions are found to be excessive, or unjustified, they are criticized far more severely than comparable conduct of persons in other walks of life. Since the conduct of officers, on or off-duty, may reflect directly upon the Department, officers must at all times behave in a manner which does not bring discredit to themselves, the Department or the City.

Additionally, attached as a possible policy model is a copy of the Olympia, Washington policy on employee-involved domestic violence, whether those employees are full-time, part-time, commissioned or civilian.

### 26.1.2 Harassment

It is the policy of the Department to provide a work environment for its members which is free from harassment, in accordance with City regulations. [see City Administrative Guideline 3]

### 26.1.3 Employee-involved domestic violence

#### I. Policy

Public confidence and trust are critical to police agencies' ability to maintain public safety. Police employees - sworn officers in particular - have authority and training that, used improperly, can harm or intimidate others and destroy the foundation of trust on which the profession depends. When police officers or employees perpetrate domestic violence, the victims of that violence are rendered especially vulnerable. Therefore, the Department follows a "zero tolerance" policy with regard to acts of domestic violence committed by its own employees - sworn or civilian. Likewise, the Department does not condone domestic violence perpetrated by any member of the policing profession, regardless of where he/she may work.

The Department does not hire new employees whose histories include a conviction for domestic violence or child abuse, or whose background investigations indicate an elevated risk for domestic violence behavior. Department employees who are convicted of a domestic violence offense are subject to disciplinary action, up to and including dismissal.

To prevent domestic violence, the Department seeks first to educate employees at all phases of their careers and then to interdict potential domestic violence situations as early as possible to reduce victimization and increase the chances of career stability.

The Department expects its employees to recognize potentially volatile domestic issues in their own lives and to seek timely assistance in resolving those issues before they become violent. The Department expects employees who become aware of incidents of domestic violence involving Department co-workers to report such occurrences to an appropriate supervisor or manager in a timely manner. The Department expects its officers who respond to calls involving domestic violence in which one or more parties are police personnel - sworn or civilian - to report that fact to their supervisor in a timely manner and to comply with the reporting provisions of this General Order.

When incidents of domestic violence involving Department employees do occur, the Department assures that, first and foremost, victims are provided with reasonable protection and access to appropriate services. The Department further assures that prompt action is taken to expeditiously investigate the allegations and enforce the law, while preserving and protecting the rights of employees established by law and by the terms of applicable collective bargaining agreements.

#### II. Definitions

A. *Domestic violence* as defined in RCW 10.99 § includes two elements: 1) a relationship between the perpetrator and the victim, as defined in RCW 10.99.020 §(3) and, 2) the presence of a criminal act, as defined in RCW 10.99.020 §(5).

B. *Officer or sworn employee* means a general authority Washington peace officer as defined in RCW 10.93.020 §; any person appointed under RCW 35.21.333 §; and any person appointed or elected to carry out the duties of a sheriff under chapter 36.28 § RCW. It may also mean any person with similar powers and authority in another state.

C. *Employee* means any person employed by the Department in any capacity, including part-time, temporary and contract employees.

D. *Member* means any person who is affiliated with the Department as an employee - sworn or civilian - or unpaid volunteer.

### III. Pre-employment screening

A. Pre-employment screening procedures include the requirement that candidates disclose prior domestic violence or child abuse convictions or allegations and disclose having been the subject of a protective order, as defined in RCW 10.99.090 §.3(a)(iii), from any state, any tribal court or the military.

B. Questions relating to domestic violence and child abuse are included in pre-employment interviews with parties having current or past relationships with candidates that are defined in RCW 10.99.020 §(3).

C. One or more prior convictions for domestic violence offenses, as described in RCW 10.99.020 §(5), automatically disqualify a candidate for employment with the Department.

D. An allegation of domestic violence or child abuse (including those that did not result in a conviction); being the subject of a protection order; or being identified through background investigation as having an elevated risk for domestic violence or child abuse behavior all may be disqualifiers in hiring decisions related to new employees.

### IV. Domestic violence prevention and intervention

A. The Department provides information and training on this policy to all members during new member orientation and/or the field training program. [see 33.4.3]

B. The Department maintains current information on mediation, counseling, respite/safe haven and other services available in the community to assist members, their families and the public with personal relationship and domestic violence issues. Members who are experiencing difficulties with personal relationships or parenting are encouraged to seek assistance from the employee assistance program or a professional therapist. In situations where family violence is an issue, assistance from a State certified domestic violence specialist or treatment provider is recommended.

### V. Reporting requirements

A. A member who becomes aware of an act of domestic violence committed by another member shall report that allegation to his/her supervisor without delay.

B. A member who becomes the subject of a criminal investigation or who has a protective or restraining order issued against him/her related to domestic violence or child abuse - regardless of jurisdiction - shall immediately report that fact to his/her direct supervisor or the on-duty patrol supervisor. In addition, employees shall provide their direct supervisors with relevant court dates, results of proceedings and copies of issued orders in a timely manner.

C. A sworn employee who has previously been investigated for founded allegations of child abuse or neglect, or who is currently or has previously been subject to any order under RCW 26.44.063 §, 10.14 § or 26.50 §, or any equivalent order issued by another state or tribal court, shall report that fact to his/her supervisor forthwith.

D. A supervisor receiving information from a member about an alleged act of domestic violence committed by another member, or any other information that is subject to mandatory reporting under this policy, shall deliver that information through his/her chain of command to the Chief of Police.

E. A sworn employee taking a report where a sworn officer of another police agency is alleged to have committed an act of domestic violence shall notify his/her supervisor of the details of the incident without delay.

F. A supervisor who is notified by a subordinate about a report being taken that alleges a domestic violence offense being committed by a sworn officer of another police agency shall notify an appropriate supervisor in the employing agency of the circumstances of those allegations as soon as possible after receiving the notification.

G. A member who becomes aware of any incident of domestic violence involving the Chief of Police, shall report the allegation to his/her supervisor, division commander/manager or to the City Manager.

H. A supervisor receiving information alleging the involvement of the Chief of Police in an act of domestic violence shall immediately notify his/her division commander or manager of the allegation.

I. A division commander/manager who receives information from an employee or supervisor alleging involvement of the Chief of Police in an act of domestic violence shall notify the City Manager of the facts in a timely manner.

J. Failure to comply with the reporting requirements specified in 26.1.3.V(A-I) may result in disciplinary action.

K. Any member who is the victim of domestic violence perpetrated either by a sworn officer (from any jurisdiction) or by any other person, is strongly encouraged to report the incident to his/her supervisor without delay. Members who have concern about reporting directly to a Department supervisor are encouraged to do so through the Victim Assistance Coordinator or another source of advocacy.

#### VI. Investigation of employee-perpetrated domestic violence

A. The Department provides victims of employee-perpetrated domestic violence with a Department point of contact to assist them through the investigative process. The assigned point of contact is a supervisor other than the case investigator, at least one rank higher than the alleged perpetrator, and who is trained in internal investigation procedures.

B. The assigned point of contact is responsible for providing a victim of employee-perpetrated domestic violence with the following:

1. A review of safety concerns and assistance with securing a safe haven during the investigative process, if needed;
2. Contact information about public and private non-profit domestic violence services;
3. Information regarding victim's rights, including relevant confidentiality policies related to a victim's personal information;
4. Information about both criminal investigative processes and Department internal investigation processes;

5. Assistance in tracking the status of both criminal and internal investigations, as needed, throughout the investigative process.

C. The Department shall conduct a complete and thorough criminal investigation of any allegation of member-perpetrated domestic violence committed within its jurisdiction.

D. The Department shall conduct a complete and thorough internal investigation of any allegation of employee-perpetrated domestic violence, regardless of where the incident is alleged to have occurred.

E. The same quality standards that apply to the investigation of all criminal cases and internal investigations shall apply to cases involving employee-perpetrated domestic violence.

F. When an employee is the subject of an investigation alleging an act of domestic violence, the Department will consider whether to relieve the employee of Department-issued equipment and identification; as well as suspending his/her law enforcement powers (if applicable) pending resolution of the investigation.

#### VII. Prohibited actions

A. No member shall engage in behavior which he/she knows, or reasonably should know, serves to retaliate against, harass, intimidate or coerce a victim, witness or reporting party who is or has been involved in a member-involved domestic violence incident.

B. A member who is a victim, witness or reporting party in a current or past investigation of member-involved domestic violence shall report any attempt by any employee to retaliate against, harass, intimidate or coerce them based on his/her involvement in that investigation to his/her division commander or manager, the Professional Standards Lieutenant or the Chief of Police in a timely manner.

#### VIII. Coordination of employee-involved domestic violence issues and investigations

All member-involved domestic violence issues and investigations are coordinated through the Chief of Police.

#### ~~26.1.4 Rules of conduct - dissemination~~

~~I. Every employee has access to the rules of conduct in the General Orders Manual on the Department intranet. It is each employee's responsibility to read, understand and comply with the rules of conduct.~~

~~II. A copy of the rules of conduct is issued to each volunteer during initial training.~~

#### ~~26.1.5 Employee recognition and discipline system~~

##### ~~I. Policy~~

~~A police agency that is well-disciplined and focused is able to respond effectively and efficiently to both the routine and emergency needs of the community it serves. Without a disciplined work force, there is substantial risk that the safety and security of the community and/or Department members may be compromised, and risk that the public financial support for Department operations may not be used in the wisest manner.~~

~~Maintaining good discipline is a basic expectation of all Department members. The rules of~~

**Interoffice Memorandum**



**TO:** Ray Gosack, City Administrator  
**FROM:** Alie Bahsoon, Purchasing Manager *AB*  
**SUBJECT:** Auto & Property Insurance Coverage Review  
**DATE:** February 5, 2015

The City’s auto and property insurance policies renew on March 1, 2015. Prior to the annual renewal and as directed by the board, this memorandum provides information about the anticipated rate increases/decreases of insurance premiums with our current underwriter, Travelers Insurance. Additionally, per your request, I have attached information comparing insurance programs and pricing of both the Arkansas Municipal League with that of our current carrier. These comparisons are in no particular order of emphasis or importance.

For the benefit of the board, I have outlined below a summary of the city’s insurance history:

- The city carries a traditional, fully insured plan on auto, equipment, and property.
- An annual premium is charged to each city department based on the size of their fleet, the equipment on hand, and the value of the buildings and content.
- As of to date, the city’s fleet consists of 538 vehicles valued at \$31,818,388; a fleet of 103 trailers valued at \$814,190; 205 pieces of equipment valued at \$10,900,633; and city property with a total insured value of \$240,000,000.
- Fleet averages an approximate 6,432,891 miles driven annually thereby substantially increasing the city’s risk exposure.
- Brown Hiller Clark & Associates (BHC) has been the city’s agent for the past 24 years; they research the market and \*solicit potential underwriters and match us with the best value on the dollar based on the city’s current needs and its claims history; they, along with Travelers, have and continue to act as the city’s risk management department.

\*Attached is the 2015 marketing efforts conducted by BHC. Please take special note of the declinations and the reason noted for these declinations.

Although the actual quote is pending from Travelers, they have committed to a 10% reduction (from last year’s rates) for the upcoming renewal policy period of March 1, 2015 - 2016. Below are the current and anticipated rates for the upcoming renewal. As a comparison, I have included the anticipated rates of those of the Arkansas Municipal League (AML):

Type of coverage	<u>Travelers Insurance</u>		<u>AML</u>
	2014-2015 Rates	*2015-2016 Rates	2015-2016 anticipated Rates
Auto	\$437,423.00	\$393,680.00	\$84,400.00
Equipment	\$67,397.00	\$60,657.00	Incl. in above #
Property	<u>\$367,522.00</u>	<u>\$330,769.80</u>	<u>\$288,348.00</u>
<b>Total</b>	<u>\$872,342.00</u>	<u>\$785,106.80</u>	<u>\$372,748.00</u>

\*Anticipated renewal rates are based on 10% decrease

Should the board entertain the municipal league’s auto policy based on the reduced rates, I would caution that it would not benefit the city to have two different policies with two carriers. Having



**Interoffice Memorandum**

**TO:** Ray Gosack, City Administrator  
**FROM:** Alie Bahsoon, Purchasing Manager *AB*  
**SUBJECT:** SS2 Addendum-Auto & Property Insurance  
**DATE:** February 9, 2015

You will find below an updated rate comparison schedule that reflects the revision made to the municipal league’s auto rates. In my February 5<sup>th</sup> memorandum, the \$84,400 auto rate did not include the comprehensive and collision premiums as well as the premiums for the transit buses.

Despite the increase in cost with the AML, the savings are easily justifiable to hire a risk manager should the board elect to use the municipal league.

I apologize for the inconvenience that this may have caused.

**REVISED RATES FOR THE AML AUTO**

Type of coverage	<u>Travelers Insurance</u>		<u>AML</u>
	2014-2015 Rates	*2015-2016 Rates	2015-2016 anticipated Rates
<b>Auto</b>	\$437,423.00	\$393,680.00	\$265,921.00 *
<b>Equipment</b>	\$67,397.00	\$60,657.00	Incl. in above #
<b>Property</b>	<u>\$367,522.00</u>	<u>\$330,769.80</u>	<u>\$288,348.00</u>
<b>Total</b>	<u>\$872,342.00</u>	<u>\$785,106.80</u>	<u>\$554,269.00</u>

**\*Revised Rates**

- Auto/equipment premiums: \$82,500 (\$100 per unit)
- Auto Comprehensive & collision premiums; \$158,081 (based on .005 of total value of \$31,616,217)
- Transit bus premiums: \$14,400 (\$800 per unit)
- Transit comprehensive & collision premiums are \$10,940 (based on 1% of total value of \$1,094,012)

one carrier benefits the account by lowering the premiums which are offset by the loss ratio of either the property or auto.

The city has benefited from the services received from Travelers and BHC. Their staff, resources, risk management services, training, and much more have been an invaluable and intuitive asset to the city's insurance program and have enabled the City to continually reduce its liability risks and exposure. This has resulted in fewer claims and non-volatile annual premium rates. Losing their services would mean losing a team of "risk managers" that the city has been able to "avoid" hiring for many years and creates a huge void that the municipal league cannot fill due to their limited risk management resources.

Should the board elect to go with the municipal league, I would highly recommend they consider hiring a full time risk/safety manager. A risk manager for a city, fleet, and assets of our size is imperative and necessary for the continued success of the benefits and protection we have enjoyed with our current agent and underwriter. Essentially, this position will help identify safety performance gaps and customize actions plans to undertake and assist in addressing safety needs throughout the city.

Based on the board's recommendations, a resolution will be presented to the board on February 17 to approve the insurance coverage for the 2015-2016 billing period.

Please let me know if you should have any questions.

## Insurance Program Comparison - Automobile

<b>Travelers Insurance</b>	<b>Arkansas Municipal League</b>
Provides “Fleet Automatic coverage” without the requirement of notifying changes throughout the policy period.	Changes or endorsements must be in writing - “No one has authority to verbally change any provisions of the program”.
Limits of Liability: \$100,000 combined single limit; this was reduced from \$1,000,000 in 2012.	Limits of Liability: \$25,000 each person/ \$50,000 each accident/ \$25,000 property damage; these are Compulsory Limits (minimum required by law). Punitive damages are excluded.
Premiums are at an average rate of \$670 per vehicle	Premiums are at \$100 per vehicle
\$1,000 deductible on liability	\$0 deductible on liability
Collision coverage: based on .254 multiplied by the value of the vehicle; \$1,000 or \$5,000 deductible depending on the cost of vehicle; Comprehensive coverage: based on 1.006 multiplied by the value of the vehicle; \$1,000 or \$5,000 deductible depending on the cost of vehicle	Collision and comp coverage is based on .005 multiplied by the value of the vehicle; \$1,000 deductible
Travelers extends \$100,000 limits for each	Does not offer Uninsured/Underinsured Motorist coverage*
No such limits; maintains list of covered drivers	Covers vehicles operated within the scope of employment and proper authorization; claim could potentially be denied if vehicle was used without permission
Travelers is the second largest commercial U.S. Property and Casualty insurance company; assets over \$110 billion; rated A+ by AM Best	Pooled, self-funded program (not an insurance company); not regulated by the Arkansas Insurance Department; plan assets of the program are unknown;
Policy extends the limits above regardless of what state the vehicle is driven in.	Vehicles operated out of Arkansas, liability limits are the lesser of the limits stated above or financial responsibility limit in the other state.

\*There is a large percentage of uninsured drivers in the area (based on claims history)

## Insurance Program Comparison - Property

<b>Travelers Insurance</b>	<b>Arkansas Municipal League</b>
Premium is based on a rate of .1554 per \$100 of value	Premium is based on a rate of .12 per \$100 of value
Deductible is \$25,000 for main peril; flood or earthquake coverage has a \$100,000 deductible (\$25,000 deduct with Travelers for all peril except hail and windstorm)	Deductible is \$5,000 for main peril; flood or earthquake coverage has a \$100,000 deductible
Replacement cost coverage with no account for depreciation; blanket limit of insurance based on total value listed on the Statement of Value schedule	Valuation is determined at the time of loss with deduction for depreciation accounted; settlement based on amount listed on the Statement of Values schedule
Hail & windstorm is covered: \$50,000 deductible	Hail & windstorm is covered: \$5,000 deductible
Flood and Earthquake coverage not included	Flood and Earthquake coverage is included: \$100,000 deductible
Coverage applies to municipal property for unconditional use (concerts, volleyball tournaments, boat shows, wedding receptions, etc.)	Coverage applies only to participating municipality's property and used as municipal property for proper municipal purposes under the direction or approval of officials in charge.
Mechanical breakdown coverage is provided (boilers)	Exclusions: program does not cover mechanical breakdown
Travelers provides Blanket Building/Contents limits on a Replacement Cost basis for over \$240,000,000 of values; therefore, if a location on the schedule is insufficient for replacement then the Blanket limit applies	"The terms of the Program shall apply separately to each article listed and each shall be held to be separate pieces of property as respects limits of liability".

## CITY OF FORT SMITH

### 2015 Marketing Efforts

MARKET	QUOTE STATUS	COMMENTS
American Hallmark	Declined	Values and types of building involved
American Southern	Declined Property	Would be a market for the auto only
Berkshire	Declined	Too big for their appetite, prefer cities under 15,000 population & less than 50m – 100m property values
Breckenridge (IPSI)	Status Pending	Pending to see if will be offering a quote
Chubb	Declined	Fire Trucks, not a market for the property
Cincinnati	Declined	Outside of comfort zone with emergency vehicles and values of property in concentrated area
CNA	Declined	Not a market for municipalities – concentration of values too great in one area
Euclid	Declined	Did not receive clearance; not able to quote for BHC
Glatfelters	Declined	Is a market for municipalities, but would have to write a package with general liability. Was not willing to quote property only without general liability
Gresham	Declined	Cannot compete with standard markets (by phone)
Liberty	Declined	Not a market for municipalities (by phone)
Philadelphia	Declined	Values and loss history
Prime	Declined	Not a market for the property and auto only if no other alternative
State Auto	Declined	Not a market for municipal property, and not a market for municipal auto unless broke out without police vehicles
Swett & Crawford	Declined	Did not feel they could access any markets that we had not already gone to
Travelers – Current Carrier Prop & Auto	Quote Pending	Will be offering renewal quote, but quote is pending updated schedules from insured
United Fire & Casualty – Current Carrier Equipment	Quote Pending	Will be offering renewal quote for equipment coverage – quote pending
World Wide Specialty	Declined	Municipalities do not fall within their program appetite

# Municipal Vehicle Program

## Effective January 1, 1982

### As Revised January 13, 2010

#### Part I. Liability

##### 1. Payments by Program

- A. During the term of this Program and subject to terms of this agreement, the Program may pay all sums the municipality legally must pay as damages because of bodily injury, death or property damage to which this agreement applies involving a covered municipal vehicle and for which the municipality is liable under Ark. Code Ann. §21-9-303, (hereinafter sometimes referred to as "damages").
- B. During the term of this Program and subject to terms of this agreement, the Program may pay all sums any employee legally must pay as damages to which this agreement applies involving a covered municipal vehicle operated within the employee's scope of employment with authorization and direction to operate said motor vehicle (hereinafter sometimes referred to as "damages"). Each municipal employee operating a vehicle of a member municipality must have a valid driver's or commercial driver's license.
- C. The limit of payment by the Program is as follows: \$25,000 because of bodily injury to or death of one person in any one accident and subject to said limit for one person, \$50,000 because of bodily injury to or death of two or more persons in any one accident and \$25,000 because of injury to or destruction of property of others in any one accident (the foregoing limits of payment are hereinafter referred to as "payment limits").
- D. The Program has the right to settle and pay any claim or suit as the Program Administrator considers appropriate and payment of the payment limits ends the duty to defend or settle.

##### 2. Payments by Municipality or Municipal Agency

A municipality or municipal agency, if operated by a separate board or commission of the municipality, hereinafter "agency," shall pay into the Program each year a charge established annually by the Program Administrator for covered municipal vehicles and self-propelled mobile equipment owned or leased by the municipality

or agency. The municipality or agency shall list all covered vehicles or self-propelled mobile equipment on an Enumeration Schedule. Payment of the charge by a municipality or agency shall constitute its agreement to and the acceptance of the provisions of this agreement.

##### 3. Out-of-State Extension

While a covered municipal vehicle is in a state outside the State of Arkansas, the payment limits for that vehicle will be the lesser of the payment limits included herein or those specified by compulsory or financial responsibility law applicable to a municipality in the jurisdiction where the covered municipal vehicle is being used. Such payment limits in a state outside the State of Arkansas will provide the minimum amounts and types of other coverage's including No Fault that are required of out-of-state vehicles by the jurisdiction where the covered municipal vehicle is being used. However, the Program will not pay anyone more than once for the same elements of loss because of this extension.

##### 4. Exclusions (Part I)

This agreement does not apply to and excludes the following:

- A. Liability caused by any vehicle or self-propelled mobile equipment not listed on the Enumeration Schedule or upon which no service charge has been paid. The terms of this Program shall apply separately to each vehicle or self-propelled mobile equipment listed on the Enumeration Schedule and each shall be held to be separate pieces of property as respects limits of liability including any deductible provisions.
- B. Damages to any employee or agent of the municipality or agency arising out of and in the course of his or her employment or activity on behalf of the municipality or agency.
- C. Damages to persons or to property owned or transported or in the care, custody or control of the municipality or agency except where included and covered by Part II.
- D. Damages caused by the dumping, discharge or escape other than by sudden or accidental means of irritants, pollutants or contaminants.
- E. The payment of punitive damages.
- F. Indirect or consequential loss of any kind.
- G. The Program does not provide coverage for

self-propelled vehicles operated upon rails or vehicles which are propelled by electric power obtained from overhead trolley wires but not operated upon rails.

- H. The Program does not provide coverage for watercraft, or aircraft; nor does it provide coverage for aquatic or aerial vehicles and devices.

##### 5. Conditions (Part I)

This agreement is subject to the following conditions:

- A. All requirements of the Program have been complied with and attorneys for the Program participate in defense of claim.
- B. The municipality or agency shall promptly and in any event not later than ten (10) days after the accident notify the Program Administrator of any loss or accident. Within twenty (20) days after the accident and prior to any payments being made by the Program, the municipality or agency shall furnish an accident report completed by the appropriate investigating agency.
- C. The municipality or agency, as the case may be, shall cooperate with the Program in the investigation, settlement or defense of any claim or suit and shall not voluntarily make any payment, assume any obligation or incur any expense and shall cooperate in whatever manner necessary to determine liability or loss and facilitate settlement.
- D. The municipal official or employee shall notify the Executive Director of the League to defend a pending claim by delivering a copy of said claim or complaint along with any and all legal papers accompanying the claim, to the Executive Director of the League not less than seven (7) days, excluding Saturdays and Sundays and holidays, prior to the deadline for responding to said claim or complaint.
- E. See reverse side—Additional Conditions—Part I and II

#### Part II. Physical Damage to Municipal Vehicles

##### 1. Intent of Program

- A. The intent of the Municipal Vehicle Program Part II is to cover motor vehicles and permanently attached equipment which are the property of the participating municipality or agency and any other equipment for which coverage has been applied for and accepted

by the Municipal Vehicle Program Part II. Part II of this Program covers all risks of direct physical loss of or damage to the property covered and listed on the Enumeration Schedule from any external cause except as excluded elsewhere herein.

##### 2. Exclusions (Part II)

This program does not cover:

- A. Indirect or consequential loss of any kind.
- B. Loss or damage caused by or resulting from wear and tear, gradual deterioration, mechanical breakdown, inherent vice, latent defect, insects, vermin, rodents, rust, corrosion, dampness of atmosphere, water, falling objects, freezing or extremes of temperature; however, water damage arising directly from a specific accidental event shall not be excluded with respect to watercraft or aquatic vehicles under thirty (30) feet in length.
- C. Damage to aircraft; nor does it provide coverage for aerial vehicles and devices.
- D. Damage to watercraft or aquatic vehicles thirty (30) feet or more in length.

##### 3. Valuation

For the purpose of this coverage, property will be valued at the full cost to repair or replace the property after deduction for depreciation.

##### 4. Conditions (Part II)

- A. When loss occurs, the participating municipality or agency shall protect the property and any further loss due to the failure to protect shall not be recoverable under this Program.
- B. When loss occurs, the participating municipality or agency shall give notice thereof to the Program as soon as practicable and in any case, not more than ten (10) days after the loss.
- C. The limit of the Program's liability for loss of property shall not exceed either: (1) the actual cash value of the property or if the loss is of a part thereof, the actual cash value of such part at the time of loss, or (2) what it would then cost to repair or replace the property of such part thereof with other of like kind and quality with deduction for depreciation, or (3) the applicable limit of liability stated on the Enumeration Schedule.
- D. The terms of this Program shall apply separately to each article listed on the Enumeration Schedule and each shall be held to be

separate pieces of property as respects to Part II coverage, including any deductible provisions.

The Program may pay for the loss in money or may repair or replace the property or such part thereof as stated above or may return any stolen property with payment for any resulting damage thereto at any time before the loss is paid or the property is so replaced or may take all or such part of the property at the agreed or appraised value.

- E. This coverage applies only to direct and accidental losses to the covered property which is sustained during the coverage period and when such property described in this coverage is maintained and used as municipal property for proper municipal purposes under the direction or approval of officials in charge.
- F. Eligibility. A municipality or municipal agency wishing to obtain coverage under the Municipal Vehicle Program Part II must first be enrolled in Part I except that watercraft or aquatic vehicles less than thirty (30) feet in length may not be enrolled in Part I and are eligible only for Part II coverage.
- G. Deductible Provision. In the event indemnity for loss is payable to a participating municipality or agency, the amount paid will be reduced by the deductible amount. The deductible amount will be \$1,000 per occurrence.
- H. The Program is authorized to inspect and appraise the damaged property before its repair or disposition and shall have the right of salvage when applicable.
- I. The liability for damages to covered property which is covered by one or more policies of insurance is not covered under this Program except that the Program will pay the excess over any such insurance policy which has coverage's less than the payment limits set forth in this agreement up to such payment limits.
- J. In the event of any payment under the terms of this agreement, the Program shall be subrogated to all rights of recovery therefore against any person or organization.
- K. Damages to persons transported by the municipality or its agency, or in its care, custody or control may be covered at the discretion of the Program's Administrator, but in any event, the program shall only be

liable for bodily harm and only to the extent of limits in Part I, paragraph 1(C).

#### Conditions Applicable to Parts I and II

1. The term of this agreement shall be for one (1) year beginning and ending on the date set forth in the Enumeration Schedule executed by the parties and incorporated herein by reference. The execution of subsequent Enumeration Schedules shall constitute extensions of this agreement for one (1) year periods designated therein.
2. No one has authority to verbally change any provisions of this Program. Any changes or endorsements must be in writing by a duly authorized representative of the Program.
3. Annual enumeration provides coverage for the vehicles and their equipment listed on the Enumeration Schedule. Therefore, when a replacement or an additional vehicle is acquired, it must be reported to the Program and appropriate pro-rata premium paid within thirty (30) days of acquisition.
4. The municipality, its agency or the Program may terminate this agreement by giving the other party thirty (30) days' notice in writing. Following cancellation by the Program, any refund will be computed pro-rata. Upon cancellation by the municipality or agency, no refund will be made. In the event of termination of the Program, any or all assets, including real or personal property held or owned by the Program, shall be distributed to the participating municipalities on a pro-rata basis. Any property acquired or held for the Program shall be held in the name of the Municipal Vehicle Program.
5. The provisions of this Program and the coverage herein can be afforded only to the covered municipality and covered agency and assignments to any person or persons, firms or corporations or other entity will not be honored by the Program without written consent.
6. The municipality or agency enrolled in this Program agrees to pay into the Program each year a service charge established annually by the Program Administrator for property for which the municipality desires coverage. Such property must be listed annually on the Enumeration Schedule provided by the Program properly executed by authorized official. Payment of the yearly charge by a

municipality or agency shall constitute its agreement to and the acceptance of the provisions of this agreement.

7. The Executive Director of the Arkansas Municipal League is hereby designated Program Administrator. The Program Administrator shall at least annually conduct a meeting of all municipalities and municipal agencies participating in the Program to hear recommendations and comments pertaining to the terms and conditions of this agreement and the administration of the Program. The Program Administrator shall also submit a financial statement at each annual meeting. A committee of not more than seven (7) persons representative of participating municipalities may be selected at the annual meeting to govern the Program for the following year. At the League's annual business meeting held during the 74th annual convention, it was determined that the committee should be made up of the League's Officers whose cities or towns are members of the Program. The Program Administrator is authorized to employ such agents, attorneys, investigators and appraisers as he may deem necessary to administer the Program and to pay from the Program all costs and expenses of administration of the Program including compensation to the Program Administrator. This agreement is made for the benefit of the individual municipalities joined herein and no municipal official, employee or other person shall have any legally enforceable rights under this agreement against any municipality joined herein, a municipal agency, the Program, Program Administrator, Program Agents, Arkansas Municipal League or attorneys for any of the foregoing, whether as third-party beneficiaries or otherwise, this agreement being one solely between the municipalities joined herein. The funds and assets of the Program shall be separated from Arkansas Municipal League funds and assets and notwithstanding anything herein to the contrary, the League shall not be obligated directly or indirectly to pay any sum.



# MUNICIPAL VEHICLE PROGRAM

Revised Effective  
January 13, 2010

*This Program is not insurance  
and is not regulated by the  
Arkansas Insurance Department.*

Sponsored  
by the  
Arkansas Municipal League



P.O. Box 38  
North Little Rock, AR 72115  
Phone: 501-374-3484, Ext. 233  
Fax: 501-374-0541  
E-mail: [lm@arml.org](mailto:lm@arml.org)

# MUNICIPAL PROPERTY PROGRAM

## 1. Intent of Program.

- A. The intent of the Municipal Property Program is to cover insurable property and equipment, exclusive of motor vehicles and water vessels, which belongs to or is in the care, custody or control of a participating municipality and for which coverage has been applied and accepted by the Municipal Property Program.
- B. This Program covers all risks of direct physical loss of or damage to the property covered and listed on the Enumeration Schedule from any external cause except as excluded herein and as excluded pursuant to reinsurance agreements made by the Program.
- C. The Scope of the Program's coverage shall be consistent with and equal to the coverage of any reinsurance agreement made by the Program, such coverage terms are incorporated herein as if set out word for word. Should any inconsistencies exist between the Program and the reinsurance agreement, the coverage of the reinsurance agreement shall prevail.
- D. Reinsurance agreements made by the Program may be reviewed in full at this location: [www.arml.org](http://www.arml.org).

## 2. Exclusions.

This Program does not cover:

- A. Indirect or consequential loss of any kind.
- B. Loss or damage caused by or resulting from wear and tear, gradual deterioration, mechanical breakdown, latent defect, insects, vermin, rodents, rust, corrosion, dampness of atmosphere or mold.
- C. Loss of cash, currency of any kind or valuable papers.
- D. Exclusions made or otherwise enumerated in any reinsurance agreement entered into by the Program having effect at the time of loss, such exclusionary terms are incorporated herein as if set out word for word. Should any inconsistencies exist between the Program and the reinsurance agree-

ment, the exclusions of the reinsurance agreement shall prevail.

## 3. Valuation.

For the purpose of this coverage, property will be valued at the full cost to repair or replace the property after deduction for depreciation or as agreed to by the participating municipality and Program.

## 4. Conditions.

- A. When loss occurs, the participating municipality shall protect the property and further loss due to the participating municipality's failure to protect shall not be recoverable under this Program.
- B. When loss occurs, the participating municipality shall give notice thereof to the Program as soon as practicable and in any case, not more than ten (10) days after the loss.
- C. The limit of the Program's liability for loss shall not exceed either: (1) the actual cash value of the property or if the loss is of a part thereof, the actual cash value of such part at the time of loss, or (2) what it would then cost to repair or replace the property or such part thereof with other of like kind and quality with deduction for depreciation, or (3) the applicable limit of liability stated on the Enumeration Schedule or (4) Twenty-five percent (25%) of the Program's available funds at the time of settlement except where the Municipal Property Program has made additional coverage(s) available. The Program may pay for the loss in money or may repair or replace the property or such part thereof as stated above or may return any stolen property with payment for any resulting damage thereto at any time before the loss is paid or the property is so replaced or may take all or such part of the property at the agreed or appraised value.
- D. This coverage applies only to direct and accidental losses to the participating municipality's property which is sustained during the coverage period and when such property described in this coverage is maintained and used as municipal property for proper municipal purposes under the direction or approval of officials in charge.

- E. Deductible Provision. In the event indemnity for loss is payable to the participating municipality, the amount paid will be reduced by the deductible amount of \$5,000, or in the case of flood or earthquake, \$100,000.
- F. The term of this agreement shall be for one year beginning and ending on the date set forth in the Enumeration Schedule executed by the parties and incorporated herein by reference. The execution of subsequent enumeration schedules shall constitute extensions of this agreement for one-year periods designated therein. Certification by the Fire Chief that the property has been inspected by proper authorities for fire hazards and deficiencies addressed shall be required on the Annual Enumeration Schedule.
- G. Annual enumeration authorizes coverage for the property and equipment and contents listed on the Enumeration Schedule. Therefore, where replacement or additional property is acquired, it must be reported to the Program and appropriate pro-rata premium paid in order for coverage to be effective.
- H. The city or the Program may terminate this agreement by giving the other party thirty (30) days' notice in writing. Following cancellation by the Program, any refund will be computed pro-rata. Upon cancellation by the city, no refund will be made. In the event of termination of the Program, any or all assets, including real or personal property held or owned by the Program, shall be distributed to the participating municipalities on a pro-rata basis. Any property acquired or held for the Program shall be held in the name of the Municipal Property Program.
- I. The city shall cooperate with the Program in the investigation, settlement or defense of any claim or suit and shall not voluntarily make any payment, assume any obligation or incur any expense and shall cooperate in whatever manner necessary to determine liability or loss and facilitate settlement.

- J. The city shall immediately send the Program copies of any summons, notices or legal papers received in connection with the accident or loss.
- K. The Program is authorized to inspect and appraise the damaged property before its repair or disposition and shall have the right of salvage when applicable.
- L. The liability for damages to covered property which is covered by one or more policies of insurance is not covered under this Program except that the Program will pay the excess over any such insurance policy which has coverages less than the payment limits set forth in this agreement up to such payment limits. In cases where this Program is secondary, losses paid by other policies may satisfy the deductible under this Program.
- M. In the event of any payment under the terms of this agreement, the Program shall be subrogated to all of the participant's rights of recovery therefor against any person or organization.
- N. The terms of this Program shall apply separately to each article listed on the Enumeration Schedule and each shall be held to be separate pieces of property as respects limits of liability including any deductible provisions.
- O. No one has authority to verbally change any provisions of this Program. Any changes or endorsements must be in writing by a duly authorized representative of the Program.
- P. The provisions of this Program and the coverage hereon can be afforded only to the covered municipality and assignments to any person or persons, firms or corporations or other entity will not be honored by the Program without written consent.
- Q. The municipality enrolled in this Program agrees to pay into the Program each year a service charge established annually by the Program Administrator for property for which the municipality desires coverage. Such property must be listed annually on the Enumeration Schedule provided by the Program properly executed by an authorized official. Payment of the yearly charge by a

municipality shall constitute its agreement to and the acceptance of the provisions of this agreement.

- R. The Executive Director of the Arkansas Municipal League is hereby designated Program Administrator. The Program Administrator shall at least annually conduct a meeting for all cities participating in the Program to hear recommendations and comments pertaining to the terms and conditions of this agreement and the administration of the Program. The Program Administrator shall also submit a financial statement at each annual meeting. A committee of not more than seven (7) persons representative of participating cities may be selected at the annual meeting to govern the Program for the following year. The Program Administrator is authorized to employ such agents, attorneys, investigators and appraisers as he may deem necessary to administer the Program and to pay from the Program all costs and expenses of administration of the Program including compensation to the Program Administrator. This agreement is made for the benefit of the individual municipalities joined herein and no municipal official, employee or other person shall have any legally enforceable rights under this agreement against any municipality joined herein, the Program, Program Administrator, Program agents, Arkansas Municipal League or attorneys for any of the foregoing, whether as third-party beneficiaries or otherwise, this agreement being one solely between the municipalities joined herein. The funds and assets of the Program shall be separated from Arkansas Municipal League funds and assets and notwithstanding anything herein to the contrary, the League shall not be obligated directly or indirectly to pay any sum.

October 1985—As Amended Dec. 13, 2010

# MUNICIPAL PROPERTY PROGRAM

Sponsored by  
The Arkansas Municipal  
League



Second and Willow—P.O. Box 38  
North Little Rock, AR 72115  
374-3484



## Memorandum

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**To:** Ray Gosack, City Administrator  
**From:** Wally Bailey, Director of Development Services  
**Date:** February 5, 2015  
**Subject:** Comprehensive Plan Implementation Committee

Critical to the success of the Comprehensive Plan (*which was adopted December 16, 2014*), will be an effective implementation strategy. Chapter 5, *Implementation Strategy*, includes a plan for monitoring the progress of the initiatives, evaluate the plan's effectiveness, and keeping it current as new information becomes available. *A copy of the implementation strategy from the Comprehensive Plan is attached.*

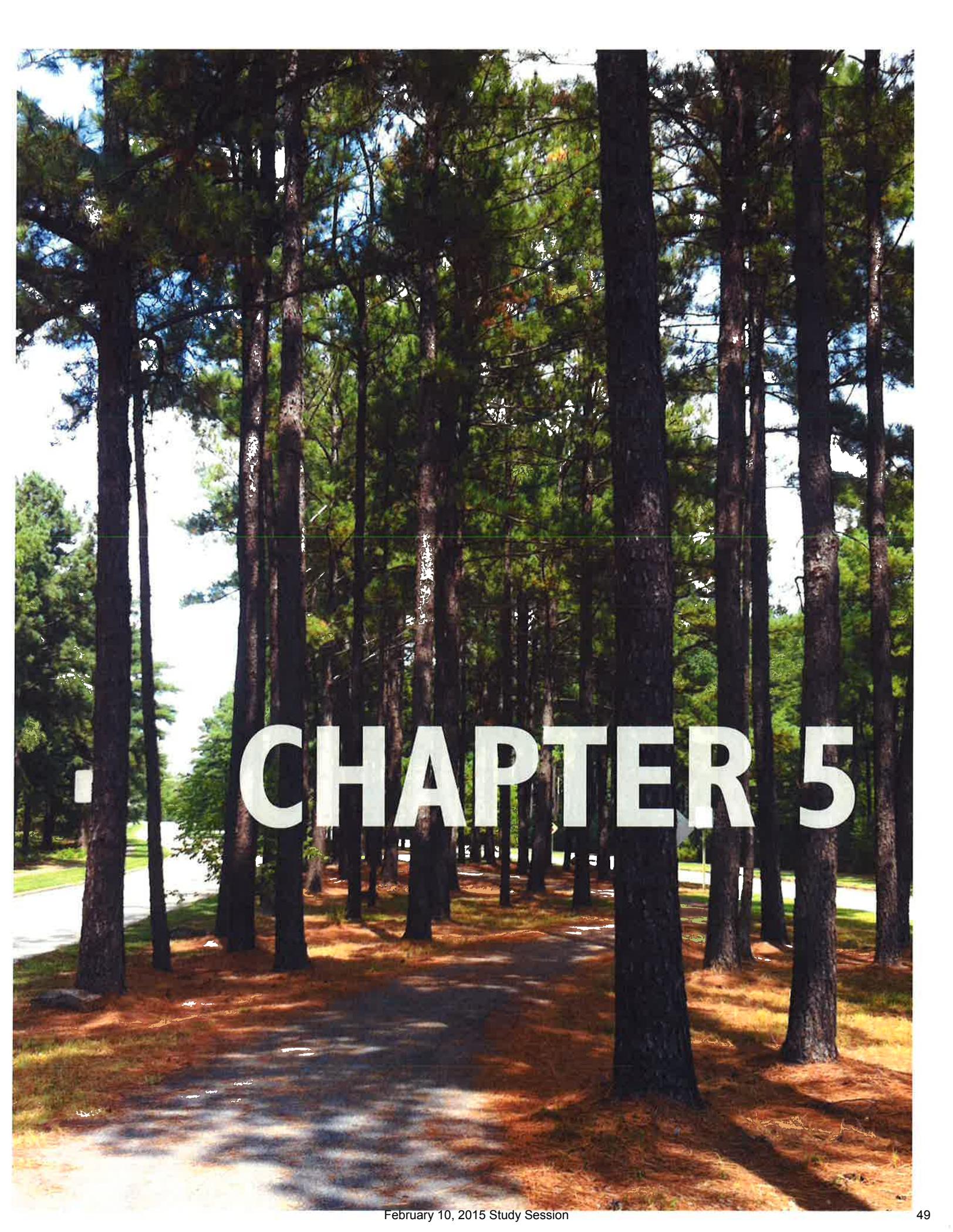
A component of the implementation strategy is a recommendation to create a Comprehensive Plan Implementation Committee (CPIC). The purpose of the CPIC will be to help support the plan's implementation and provide feedback on the plan's progress and necessary updates.

The CPIC may include members of the comprehensive plan steering committee (CPSC). A number of the CPSC members have indicated a desire to serve on the CPIC. In addition to members of the CPSC, we think a representative from the Planning Commission and the Parks Commission would be appropriate for the CPIC. With regard to the committee size, there is no specific recommendation within the plan; however, we think a committee of not more than eleven (11) individuals would be adequate.

The plan has a recommended review schedule that includes an initial review one year after adoption and thereafter monitor the progress on two year cycles. A more comprehensive evaluation will be conducted every five (5) years. The details describing the significance of the two and five-year reports are described in the attachment.

The responsibilities of the CPIC will include periodic progress review meetings, review of the annual, biennial and quinquennial reports and to provide feedback before the reports are finalized and submitted to the Board of Directors. The CPIC will also assist with a Future Fort Smith score card to show how well the plan is being implemented.

Please contact me if you have any questions or require additional information on this subject.

A photograph of a path lined with tall pine trees, with the text 'CHAPTER 5' overlaid in large white letters. The path is paved and runs through a dense forest of tall, slender pine trees. The ground is covered in pine needles and some grass. The sky is visible through the canopy of the trees.

# CHAPTER 5

# IMPLEMENTATION STRATEGY

# IMPLEMENTING THE PLAN

## Monitoring and Plan Update Protocol

If a comprehensive plan is to have value and remain useful over time, it is important to develop ways of monitoring progress on its many initiatives, to evaluate its effectiveness, and to keep it current as new information becomes available and as circumstances change.

Comprehensive planning should be thought of as an ongoing process, not as a one-time event. The Future Fort Smith Comprehensive Plan is not an end in itself, but rather the foundation that will guide ongoing, more detailed planning. The Plan Update is designed to respond to changing needs and conditions.

Without evaluation and feedback, the comprehensive plan can soon become irrelevant. To avoid this, the City of Fort Smith will conduct an initial review one year after adoption and will thereafter monitor plan implementation progress on 2-year cycles. The City will also conduct a more thorough review, revision, and update of the Plan every five years.

Ongoing monitoring will inform the Board of Directors, Planning Commission, City administration and departments, partner organizations, and the public about the plan's effectiveness; identify those aspects of implementation that are working well and those needing improvement; and keep the plan current as circumstances change and new information becomes available. The monitoring process provides a way to measure progress and get feedback from policy makers and the public to determine if the implementation program is working.

Following is a description of the two types of reporting procedures recommended for comprehensive plan monitoring and updating.

## 1. BIENNIAL MONITORING

Every two years, at the end of the fiscal year, the Planning and Zoning Department, in collaboration with all City departments involved in the implementation of the Comprehensive Plan, shall submit to the Planning and Zoning Commission and Board of Directors a report indicating actions taken and progress implementing the plan during the previous two years. The report will include, at a minimum, the following items:

- Projects and policies (including capital improvements) implemented and the alignment of those projects and policies with the goals of the plan
- An annotated matrix indicating the implementation status and benchmarks of each priority program
- A work program for the following two years
- Suggestions for updates to the comprehensive plan needed to respond to new issues and changing conditions, for consideration by the Planning Commission and Board of Directors

## 2. UPDATING / PLAN REVISION

Once every five years, the Planning and Zoning Department, working with all city departments involved in the implementation of the Comprehensive Plan, will prepare a more comprehensive evaluation report to provide an assessment of the overall progress of the plan, including a description of what significant changes have occurred since plan adoption (or previous update) and use of benchmarks and indicators to measure whether or not the outcomes desired by the community are being met. Depending on progress made and new issues that emerged over the previous five years, the quinquennial Evaluation Report will allow for minor amendments and modifications based on



changing local, regional, state, and national dynamics and trends, as well as the completion of highlighted programs. Major updates may also be required to re-assess the plan's goals, policies, and priorities, and should occur at least every 10 years. If the Evaluation Report finds that a major update is warranted, a new public participation plan should be prepared to ensure the plan update takes direction from the community, including the creation of a new Citizens Steering Committee. If an update to the plan is needed, proposed changes will be submitted to the Planning Commission and Board of Directors within 18 months after the evaluation is approved.

### ROLE OF THE COMPREHENSIVE PLAN STEERING COMMITTEE

The Comprehensive Plan Steering Committee (CPSC) was formed in 2013 to provide guidance, feedback, support, and review of the planning process and in-progress work products. The creation of a comparable Citizens Advisory Implementation Task Force (CAITF) is recommended to help support the City of Fort Smith in implementation of the plan, work with neighborhood and other community groups, and provide feedback on the plan's progress and necessary updates.

The CAITF may or may not include all members of the original CPSC. The task force should include subject matter experts (e.g., environmental resources, housing) to serve on and help lead subcommittees or directed task force groups to drive implementation.

The main responsibilities for the CAITF will involve periodic progress review meetings and review of the biennial and quinquennial reports to provide feedback to staff before the reports are finalized and submitted to the Planning Commission and Board of Directors. The CAITF can also assist with the preparation and distribution of a Future Fort Smith Score Card to show the community at large how well the plan is being implemented.

Additional means in which CAITF members may be directly involved in implementing the plan include:

- Volunteer or sign up for interest groups dedicated to implementing a particular action or project.
- Share stories of local results and progress with the City and the community at large.
- Encourage friends and neighbors to get involved in Future Fort Smith implementation projects.

## COORDINATION WITH MUNICIPAL BUDGET AND CAPITAL IMPROVEMENTS PROGRAMMING

The City's Budget and corresponding Capital Improvements Program are two of the primary tools that the City of Fort Smith has to carry out the actions identified in this plan and achieve the resident's vision of an exceptional community, characterized by its outstanding quality of life. Consistency with the Future Fort Smith Comprehensive Plan should be maintained as the City updates these documents and makes important decisions about resource allocation and investments. Although there are additional partners identified as responsible for implementing various actions, the City's administration and leadership will be held accountable for the success of the Future Fort Smith plan.

In addition to serving as a policy document, financial plan, operations guide, and communications tool; the City of Fort Smith Budget represents the administration's commitment to implementing the Future Fort Smith Comprehensive Plan. Preparing for Fort Smith's future by implementing the comprehensive plan update and vision statement is specifically identified as one of the City's 2015 Budget Goals, along with other references to this plan's key elements including increasing recreational activities, supporting economic growth and focusing on downtown and riverfront development. As the City continues with its implementation efforts, it will be important for the budget goals and priorities to remain consistent with the comprehensive plan, and measurable progress is made to achieve the plans actions.

Coordination of a city's capital improvements planning process with an adopted comprehensive plan can range in scope from simply referencing consistent goals and policies to establishing a new comprehensive plan-based ranking and budgeting process. As the comprehensive plan is implemented, demand for public facilities and services will continue to increase, but the limitations of

available resources will require the city to prioritize capital investments and spending. A coordinated approach to capital improvements planning will allow the City to maintain the current levels of service and quality of life that residents enjoy while strategically developing the infrastructure needed to accommodate and even promote future growth in a way that is consistent with the adopted comprehensive plan. Within this context, the City can establish guidelines of comparative benefits that will allow the administration and leadership to identify, quantify, and compare the relative benefits of various projects competing for limited funding. Similar to analyzing a proposed project's return on investment, establishing a comparative benefits ranking process as part of the City's capital improvements programming provides results-oriented information that ties outcomes directly to the adopted comprehensive plan.

Guidelines for comparative benefits can include criteria to rank potential capital improvements for both tangible and more qualitative outcomes. Within Fort Smith for example, potential capital improvements projects may rank higher for review if it meets the following criteria;

- Physically located within the targeted growth areas
- Directly implements an identified action
- Leverages additional funding or partnerships
- Includes community-based support
- Achieves multiple benefits; (co-locating facilities, beautification and green infrastructure, etc...)

These guidelines can be used informally to provide context, or in a more formally adopted policy.

# Memorandum

**To:** Ray Gosack, City Administrator  
**From:** Russell Gibson, Director, Information and Technology Systems  
**Date:** February 5, 2015  
**Re:** Technology Plan

Ray,

In 2013, the Fort Smith Board of Directors requested the development of a strategic technology plan to promote transparency, innovation, enhanced customer service and business process efficiencies. Beginning in 2013 and continuing in 2014, the ITS Department conducted surveys and interviews with other City departments to identify technology-related needs, goals and business process objectives. Also, past implementations of technology-related initiatives were studied and the success levels of those projects were evaluated. From these interviews and studies, it was determined that the strategic technology plan should be defined in two phases. During a study session on August 26th, 2014, staff from the ITS Department presented to the Board of Directors a Project Charter, Strategic Alignment Plan and results table from a Departmental technology needs survey.

Attached in PDF format is the completed first phase of the technology plan which includes an IT Governance Policy. The IT Governance Policy defines, in writing, a formal process for implementing technology in a consistent, cost-effective manner using established industry practices and methods. When implemented, the IT Governance process will help to ensure that business initiatives are aligned to industry-standards, guidelines and overall direction of the IT enterprise and facilitate the application of technology to the organization's business needs.

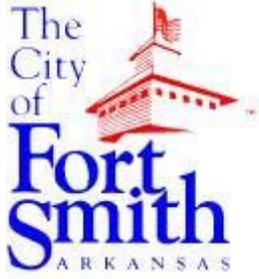
The second phase of the technology plan will begin immediately following approval of the first phase and will include a "road map" for implementing technology-related goals collectively identified and prioritized by the City departments and Administration.

Please contact me if you have any questions or would like additional information.

Best regards,



Russell Gibson  
Director, Information and Technology Systems  
479-788-8919  
[rgibson@fortsmithar.gov](mailto:rgibson@fortsmithar.gov)



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**City of Fort Smith, AR**  
**Department of Information and Technology Services**  
**Strategic Plan**

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## INTRODUCTION

The role of Information Technology (IT) has shifted beyond its traditional back office support model to provide an integral part of an organizational strategy. Organizations often fail to realize the value of IT investments due to the lack of alignment between the business and IT strategies of an organization. The Fort Smith Information and Technology Services (ITS) department exists to support the strategies of City leadership. Strategic alignment ensures that the operating elements of the organization all work in harmony. Proper alignment will allow an organization to use information technology efficiently to achieve its business objectives.

Like many governments faced with growth in demand for services while confronting a strained economy, the City of Fort Smith continues to mount significant challenges and new opportunities where technology innovation is essential. These challenges and opportunities are fueled by expectations from the area's highly digital constituents and business community to interact and conduct business with the City utilizing contemporary technology and web-based capabilities. These technologies enhance information, communication, and transactions in a variety of formats, and enable transparency, access, engagement and open government. An environment of rapid change and the need for responsiveness together with finite resources highlights the importance of thoughtfully considered deployment of IT trends, that embrace supportable standards and agile IT enabled services, solid investment strategy and governance.

The City's IT capabilities must be contemporary, flexible, scalable, secure, and environmentally conscious with the ability to respond to new goals, dynamically changing service and operational requirements by various agencies and the public. The City's IT environment builds on an enterprise architecture that includes industry standards, open systems, the web, and tools that support a variety of needs and diverse portfolio of systems. The supporting infrastructure foundation is designed to ensure the integrity of transactions, data and optimum system performance. Strategic planning, governance and program management assures inclusion in decision making and implementation of relevant products, and effective solution delivery at a fully leveraged cost.

To enable Fort Smith's technology program to meet these challenges, continued emphasis is placed on determining agile and nimble solutions that provide enhanced web-based capabilities, promote cross agency business processes, enable data sourcing and sharing for more effective decision making, promote greater transparency, customer service and community engagement by making information more publicly accessible. The strategy also enables key City priorities such as mobile apps, City staff mobility, private municipal 'cloud' capabilities, green and environmentally sustainable IT initiatives, and on-going productivity and reliability improvement such as self-service opportunities, cyber security and privacy, and maintain a supportable and resilient infrastructure. Fluid Investments in technology innovation

enable these as well as executive leadership goals and City strategic plans. Emphasis is also placed on processes to ensure that IT projects are managed consistently through proper levels of oversight and tracking, and ensure that IT investments are leveraged, deliver a return on the investment and are aligned with the City's strategic goals.

On behalf of the City of Fort Smith ITS Department, it is my pleasure to present this Strategic Plan to the Fort Smith Board of Directors, Administration, staff and the citizens we proudly serve.

Best regards,

A handwritten signature in blue ink that reads "Russell". The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail.

Russell Gibson  
Director, Information and Technology Services  
City of Fort Smith, AR  
[www.fortsmithar.gov](http://www.fortsmithar.gov)

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## ITS STRATEGIC PLAN GOALS AND OBJECTIVES

**The fundamental goals of the ITS Strategic Plan are to:**

1. Define and implement IT Governance to include an ITS Project Management and Department Aligning Process
2. Promote technology innovation to benefit service delivery and organizational efficiency
3. Prioritize and define efforts to achieve these innovations with efficient use of public funds.
4. Assure Fort Smith's strategic use of technology to promote community benefit and provide critical support to the region's economic development efforts
5. Adapt policies, codes and ordinances to address and align with technology

To ensure the success of the Strategic Plan, we must have clearly-defined priorities with compelling, long-term business goals and a coherent, thoughtful plan to achieve them.

## ITS ORGANIZATION. VISION. MISSION & STRATEGIC ALINGMENT

The Department of Information and Technology Services (ITS) is dedicated to delivering timely, technology-related services through computer systems, telecommunications systems, and the Internet. The department strives to implement technology to improve the efficiency and quality of services the City provides its citizens. The City ITS Department's primary purpose is to help other City departments improve service delivery.

The **VISION** of ITS is an endeavor to improve efficiencies in the delivery of City services, promote economic development, and deliver world-class customer service through technology innovation.

The **MISSION** of the ITS Department is to work collaboratively with other departments and organizations to improve the quality of life in the City; achieve practical and reliable solutions to City problems, optimize processes through information technology leadership and professional services; and provide an exciting, challenging, and rewarding environment where staff members derive satisfaction from challenging assignments, continued professional growth, personal accomplishments, and the success of City of Fort Smith departments in meeting their operational and service objectives.

### ITS ENVIRONMENT

- Robust and secure state-of-the-art enterprise data center
- High-speed network connectivity throughout the City via Community Switched Metro Ethernet (CSME); Fiber optic connectivity for 30+ City buildings and facilities.
- Team of highly-skilled and highly-credentialed IT and GIS professionals
- Disaster Recovery (DR) site located at Fire Station 11
- Highly-responsive and effective Help Desk
- Advanced application services
- Best practices project management

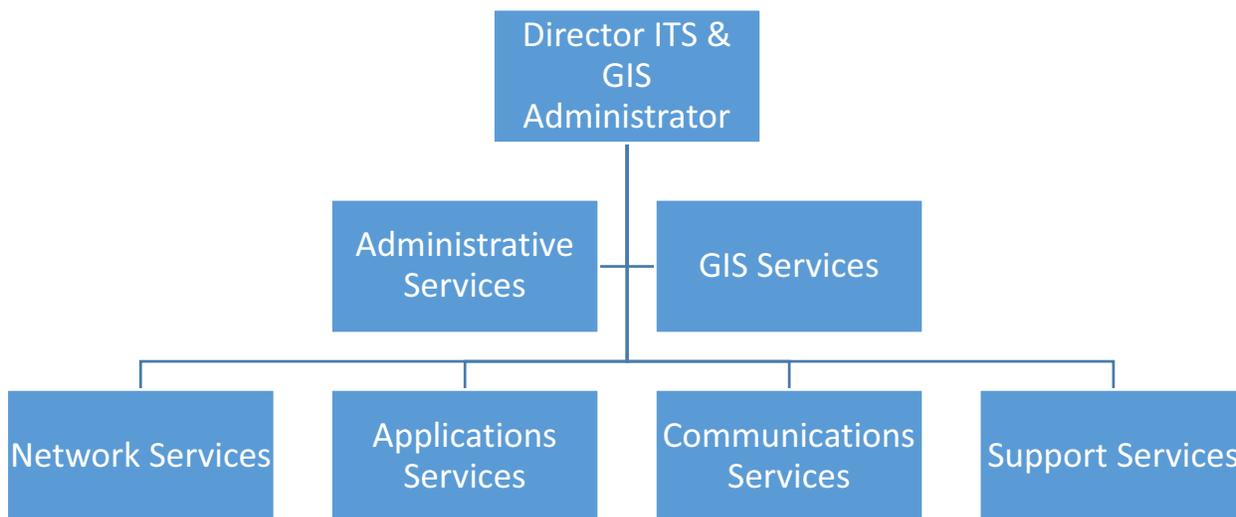
### ITS INFLUENCE

- Daily support of 600+ users (700+ including Police and Fire phone system)
- Daily support to 34 geographically distinct customer sites located within a 90+ square mile service area.
- Daily support of 577 IP-telephony desk phones
- Daily support of 584 mobile/smart devices
- Daily management and support of web-based Geographic Information System (GIS) with a regular audience of users from the Fort Smith community, State of Arkansas, Midwest Region and nationwide via participation in the USGS National Map Program.

## ITS ORGANIZATION

The ITS Department, led by the Director, is currently a nine-person department that provides technical solutions for citizens, City staff and a variety of commercial customers doing business with the City of Fort Smith. In addition to the (1) Director, the department is comprised of (1) Sr. Network Administrator; (1) Network Administrator; (1) Communications Administrator; (1) Database Administrator/Lead Developer; (2) Help Desk Analysts; (1) Sr. GIS Analyst; and (1) Administrative Assistant.

### ITS ORGANIZATIONAL CHART



# ITS STRATEGIC ALIGNMENT

## Information Technology Strategic Alignment

### City of Fort Smith Mission Statement

*We are a unified team committed to consistently providing citizen-focused services for the advancement of a thriving community*

Our vision is providing world-class services by:

- **VALUING** the contribution of every citizen and employee
- Being **AGILE**
- Being **VALUES-BASED**
- Being **CONTINUOUS LEARNERS**

Our shared values are:

- **INTEGRITY** Always
- Absolute **PROFESSIONALISM**
- **ACCESSIBILITY** for All

### Fort Smith Board of Directors Priorities

Public Engagement

Jobs

Governance

Neighborhood Vitality

Beautification

Future Fort Smith

### Information Technology Vision

*“Endeavor to continuously improve efficiencies in the delivery of City services, promote economic development, and deliver world-class customer service through technology innovation”*

### Information Technology Strategic Goals

Exceed Customer Expectation

Innovation

Service Delivery

Business Transformation

### Information Technology Guiding Principles

Asset Reuse

Resource Sharing

Customer Value

Common Information Systems

Buy-Before-Build

Sourcing Strategy

Strategic Planning

Lifecycle Mgt

### Information Technology Core Competencies

Talent Management

Infrastructure Management

Vendor Management

Security & Business Continuity Planning

App Development/Delivery & Management

Business Enablement

Customer/User Support

IT Governance

## ITS GUIDING PRINCIPLES

### ITS Guiding Principles – Definition

- ITS Guiding Principles:
  - ARE fundamental policy statements about the role of IT and the use of technology in support of the organization.
  - ARE used by IT Governance and Enterprise Architecture to guide IT-related decisions and support strategic direction.
  - ESTABLISH directions and core themes for IT that aid the decision-making process and lead to better business and IT alignment.
  - FUNCTION as a filter during the decision-making process to:
    - Reduce both time and expense spent exploring inappropriate solutions.
    - Promotes consistency in the IT decision-making process

## 1. COMMON INFORMATION SYSTEMS:

### Develop common systems and share available information systems

- **IT GUIDING PRINCIPLE**

The direction will be towards the use of more enterprise-wide applications which share common data and reduce or eliminate duplication.

- **RATIONALE**

Common information systems will provide the opportunity for greater IT asset and resource advantage, improved economies of scale and reduced costs. In addition to common shared systems, common business processes (e.g. Work Order Management, Document Management, etc.) should be shared to further reduce costs. This will provide more consistency across the City for staff and public.

- **IMPLICATIONS**

- Common shared enterprise systems opportunities need to be inventoried, confirmed, validated and communicated.
- Technology transfer needs to occur along with the creation of common information systems.
- Business process standardization needs to occur in conjunction with common systems and the benefits of this should be highlighted.
- System plans need to be integrated across departments and aligned with strategic plans.
- Common shared systems must be nimble and flexible
- Requirements need to be considered/analyzed across departments to design/implement common shared systems.
- IT resources (e.g. applications development and design) will need to be pooled and shared across departments.
- Budgeting for common shared systems will need to be managed centrally.
- Coordinated development and testing will need to occur
- IT Governance and planning and review processes will need to identify common systems opportunities and steer decisions towards common solutions, where practical.

## 2. ASSET REUSE

### Reuse existing capabilities before buying, buy before building

- **IT GUIDING PRINCIPLE**

Direction will be towards the reuse of the best IT assets (applications, hardware and software) before a purchase is made. When new assets are needed (e.g. an application), off-the-shelf packaged software solutions are preferred over custom development.

- **RATIONALE**

Reuse of existing assets (e.g. applications) helps to reduce costs, standardize and simplify the IT environment. Packaged solutions are a lower risk approach to implementing new functionality, have a lower long-term cost of ownership and can reduce the time to implementation.

- **IMPLICATIONS**

- Best practices and core competencies need to be identified
- Research on asset reuse must be a continuous process
- The ongoing viability of assets must be continually assessed
- IT Governance and architecture processes must be in place to ensure reuse
- Cost/benefit analysis including Total Cost of Ownership (TCO) should be analyzed when decisions are made not to reuse an existing capability.
- The City ITS Director must approve exceptions to the reuse principle, and the sponsor of the proposed solution must document the decision and reasoning behind the decisions.
- Business functions should adapt to the packaged system
- An inventory of existing assets/applications would be performed and a reference created for review by departments as part of the reuse evaluation process.

### **3. SOURCING STRATEGY:**

**Acquire Information Technology in a manner that makes use of full and open competition and maximizes return on investment.**

- **IT GUIDING PRINCIPLE**

IT acquisitions will be made with full and open competition in a manner that maximizes Return on Investment (ROI). The measures for return on investment should consider the Total Cost of Ownership (TCO); including initial costs, the ongoing costs to manage and operate and the qualitative and quantitative benefits of the solution.

- **RATIONALE**

Open competition helps to reduce cost, however acquisitions must also consider TCO (one-time and sustaining costs), as well as the overall ROI of a solution.

- **IMPLICATIONS**

- Technology building blocks must be defined in a manner (e.g. functional descriptions, standards, etc.) that will allow for multiple vendors products to be considered
- TCO needs to be considered beyond just the hardware and software product costs and include the costs to run and maintain a managed environment including initial costs to implement a project together with the continuing costs to maintain, modify, train staff, house, deploy, provide infrastructure or any other cost associated with the project, including final decommissioning.
- Standards must be identified
- Shared risks and rewards should be developed with providers
- Lead times must exist to solicit proposals from multiple vendors
- The Architecture must be flexible to accommodate more than one vendor
- Architects and relevant ITS staff must be involved in the analysis of proposed solutions
- Full and open competition should be promoted

#### **4. RESEARCH AND ACQUIRE “OFF-THE-SHELF” SOLUTIONS:**

**Proactive analysis of off-the-shelf solutions that meet the needs of the City should be a function of user departments and the ITS Department.**

- **IT GUIDING PRINCIPLE**

ITS Department, either along with or on behalf of the various City departments, will proactively research or acquire off-the-shelf software that meet the needs of the City. ITS will assist departments with conforming business processes to the standards purchased.

- **RATIONALE**

When asset reuse is not appropriate, this enables a buy versus build strategy to help reduce costs, improve standardization and reduce risks. By being proactive, the ITS department can take an active role in identifying service improvements that will benefit the organization and its citizens.

- **IMPLICATIONS**

- ITS must become aware of business needs and how off-the-shelf solutions can meet the needs of multiple departments.
- ITS needs to know what the key criteria are for solutions
- Vendors need to work with the City to extend products and to have those extensions built into basic software solutions
- Business functions need to be adapted to the off-the-shelf packaged solution
- Standards must be defined, formalized, maintained and communicated.
- Application solutions will need to be mapped to the business areas and functions that they enable
- Resources must be assigned to research solutions by business and technical areas
- ITS will provide a sounding board for internal users seeking to streamline a particular business process.

## **5. LEGACY APPLICATIONS AND INFRASTRUCTURE ASSETS:**

**The City will proactively retire legacy systems based upon technology lifecycle, shared services opportunity and cost/benefit analysis.**

- **IT GUIDING PRINCIPLE**

The ITS department will work with the departments to proactively manage and retire legacy systems including business applications and infrastructure, based on the application or technology lifecycle, shared services opportunities and cost/benefit analysis.

- **RATIONALE**

Reducing the number of legacy applications and technology components will simplify the IT environment and reduce ongoing support and maintenance costs. Reduction will help achieve IT standardization and will improve interoperability and the ability to leverage/share IT resources. By focusing on enterprise shared services opportunities, the City will see a higher ROI on IT investments.

- **IMPLICATIONS**

- Legacy systems will be reviewed and their lifecycle status (e.g. to be retired) indicated
- When initiatives are being considered that impact legacy systems, an analysis will occur to consider shared services opportunities, standards for replacement, and a business case for their replacement
- Roadmaps will be developed that depict the retirement and replacement strategy for legacy systems
- Off-the shelf application solutions will be considered for legacy replacement
- An inventory of existing applications would be performed to identify systems no longer being utilized or being under-utilized.

## 6. STRATEGIC PLANNING:

**Strategic Planning will be integrated across the City to help focus on common shared service opportunities.**

- **IT GUIDING PRINCIPLE**

Strategic planning will become an integrated activity across the City to help focus on common shared service opportunities, set direction and prioritize initiatives, and manage overall IT investments.

- **RATIONALE**

Integrated strategic planning will help to identify synergistic opportunities, reduce overall costs and prioritize investments. Such planning will help maximize the City's ROI on IT investments.

- **IMPLICATIONS**

- IT Governance must be implemented in an effort to ensure technology resources are efficiently implemented to support strategic planning.
- ITS must be initially involved with all business process projects to identify where/if technology (e.g. applications, hardware, infrastructure, etc.) is impacted and fits in the overall project scope.
- Standardized planning and budgeting processes must be put in place
- Integrated planning takes longer than individual planning, therefore longer lead times may be required
- Budgeting processes will be impacted with coordinated planning
- Prioritization of initiatives will require department and inter-departmental inputs
- Inter-department roadmaps will need to be created
- Additional centralized staff may be required
- Department officials priorities and opinions will need to be represented
- A strategic project list will be developed and updated annually.
- Requires longer lead times for solution identification and is not simply a coordinated implementation

## **7. RESOURCE SHARING:**

**High-demand IT resources with knowledge of common shared service capabilities will be leveraged across the City.**

- **IT GUIDING PRINCIPLE**

Workforce resources are dedicated to departments today. In the future, high demand IT resources with knowledge of the common shared capabilities (infrastructure, common applications, & systems software) will be leveraged across City departments.

- **RATIONALE**

Common resource needs will be pooled, resulting in higher leverage/utilization and lower personnel costs. The City will build up high demand centers of competence and improve overall service delivery. Departments will be able to tap highly-skilled resources for project needs, lower contractor costs and coordinated training, where necessary.

- **IMPLICATIONS**

- Resource ownership and organizational issues must be addressed
- Standardized competencies are needed to develop leveraged pools of knowledgeable resources
- Highly-skilled resources should be retained
- Supply and demand should be managed
- Skills inventory, including training capabilities, should be created
- Compensation should match roles and skills
- Job descriptions need to be created/edited which adapt and leverage competencies to enable emerging technologies and re-invigorate existing technology investments.

## **8. CUSTOMER VALUE:**

**Deliver value to the City, citizens, and business customers efficiently and at world-class levels of service.**

- **IT GUIDING PRINCIPLE**

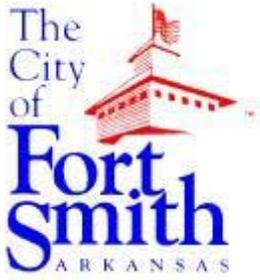
Meet and/or exceed customer service expectations through technology innovation while ensuring cost-effectiveness and enhancing productivity.

- **RATIONALE**

The City is in business to serve its citizens and business customers. It must do so in a cost-effective manner and at an acceptable level of service through efficiencies that improve productivity.

- **IMPLICATIONS**

- The City must implement cost effective solutions that drive business process improvement and provide wide-reaching benefit by centralizing data, facilitating access to information and reducing duplicated tasks.
- The City needs to focus on its customers when developing its solutions
- Key Performance Indicators (KPIs), including customers, must be considered for IT-enabled City services that touch those customers
- The City must maximize ROI on IT investments
- There needs to be proactive management of service levels, not only of the infrastructure and assets supporting internal City staff, but also for customers that it serves through its various service channels such as the Geographic Information System (GIS), Official City website, Citizen Request Management (CRM, a.k.a. “myFortSmith”), live TV broadcasting and Internet Streaming of BOD meetings, etc.



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City of Fort Smith, AR  
Department of Information and Technology Services

# IT Governance Policy

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**City of Fort Smith, Arkansas**  
**Department of Information & Technology Services**

**IT GOVERNANCE POLICY**

Effective February 1, 2015  
Version 1.0

**APPROVAL SHEET**

Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandy Sanders

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
Ray Gosack

Deputy City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Dingman

ITS Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Russell Gibson

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## **POLICY STATEMENT**

The Director of Information & Technology Services (ITS) of the City of Fort Smith, together with the Fort Smith Board of Directors and City Administration, establishes the City's IT Governance (ITG). ITS and City Administration oversee the application of ITG.

## **GOAL**

The goal of ITG is to facilitate agile, effective and transparent decision-making, ensure that investments in technology generate business value, and help enable the City's business processes to meet the strategic aspirations of the organization.

## **PURPOSE**

The purpose of this policy is to define the ITG scope and its roles and responsibilities.

## **SCOPE**

Upon approval of this document, ITG applies to all departments, boards and commissions under the purview of the City Administrator and Fort Smith Board of Directors.

## **DEFINITIONS**

The terms and definitions listed below are relevant for this policy.

1. **Charter** – a document used to initiate the ITG process. The charter will focus on the business need, technology role and project approach.
2. **Deployment Package** – The design, scope, and timeline for all chartered initiatives submitted after February 1, 2015, that establish the project baseline and identify commitments.
3. **Enterprise Architecture** – an integrated framework for evolving or maintaining existing information technology (IT) and acquiring new technology to achieve the City's strategic focus.
4. **IT Governance (ITG)** – a process designed to manage the application of technology to business needs. ITG qualifies department-submitted initiatives as projects by ensuring alignment with the enterprise architecture and registering compliance requirements. ITG was not designed to manage the ongoing investment in the City's technology infrastructure. The Enterprise IT Governance Process can be found on page 6 of this document.
5. **IT Guiding Principles** – fundamental statements about the role of IT and the use of technology in support of the business. IT Guiding Principles are used by ITG and Enterprise Architecture to guide IT decisions and support strategic direction. Additional information can be found at: URL
6. **Waiver** – an exception to the ITG process, granted by the City's ITS Director and after consultation with City Administrator.

## **RESPONSIBILITY**

1. In order to implement this policy, ITS may establish procedures and designate responsibility to specific staff. Each department is encouraged to establish procedures and assign responsibility to specific department staff to achieve policy compliance.
2. Departments, boards, and commissions are responsible for qualifying their information technology initiatives by following ITG.
3. ITS is responsible for operating ITG.

## **POLICY**

1. ITG applies to department-sponsored IT projects that satisfy at least one of the following criteria:
  - a. New business functionality is being added
  - b. A move to a new or updated platform is being made
  - c. An old system is being replaced (lifecycle)
  - d. A system is being in-sourced or outsourced either partially or completely resulting in a change of the workflow process
  - e. The work has enterprise implications
2. ITG will determine whether all information technology initiatives are compliant with the City's enterprise architecture.
3. ITG calls for initiatives to adhere to the City of Fort Smith – IT Guiding Principles.
4. Departments must submit to ITG for review of procurement specifications that involve 3<sup>rd</sup> parties in an IT solution (including requirements definition) before a Charter is approved.
5. Departments are expected to collaborate with ITS to establish a viable Deployment Package for chartered initiatives submitted after February 1, 2015.
6. ITG will deny initiatives with compliance issues or with unresolved exceptions to the ITG process. This action will interrupt implementation of the initiative until the matter is appropriately resolved.
7. Departments may apply to the City Administrator for a Waiver when a chartered initiative has been denied for non-compliance with the ITG Process.

# Enterprise IT Governance Process

## Guidelines for Governance Applicability

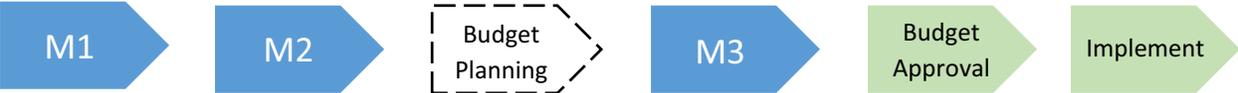
The Governance process was designed to manage the application of technology to business needs. It is not designed to manage the ongoing investment in the City’s infrastructure (e.g. virtual server deployment, cabling, data storage, DR strategies, etc.). ITS staff ensures that business initiatives are in alignment with the standards, guidelines and overall IT direction of the enterprise, and manages the application of technology to business needs.

Departments begin the process by submitting a charter. Governance applies to department-sponsored projects under the following guidelines:

- New business functionality is being added
- A move to a new or updated platform is being made
  - Presentation layer
  - Database
  - Technical platform
  - Programming language
- An old system is being replaced (lifecycle)
- A system is being in-sourced or outsourced either partially or completely
- The work has enterprise implications

## Process Flows

The Governance process comprises three Milestones. Each Milestone builds upon the previous Milestone to ensure that all aspects of the decision-making process are completed. This approach is used to ensure that every aspect of the project is examined and appropriate departments/stakeholders are made aware of the upcoming needs prior to final budget approval and implementation.



## **ITG Milestone 1 Process**

**Entrance Criteria:** Project Charter is submitted

1. Department submits Project Charter
2. ITS staff reviews Project Charter for relative alignment including application of any existing assets that may provide a suitable solution.
3. Department updates and resubmits the Project Charter as necessary
4. ITS staff approves Milestone 1 for an aligned Project Charter or else provides the submitting department with an explanation for denial if the initiative is not aligned

**Exit Criteria:** Approved Project Charter. Upon Milestone 1 approval, the department may begin requirements gathering, including procurement of resources to help with requirements, but the department may not solicit vendor proposals or begin the technical design.

## **ITG Milestone 2 Process**

**Entrance Criteria:** Milestone 1 Approved

1. Department submits Business Requirements and Technical Requirements plus any appropriate RFP Specs
2. ITS staff reviews documents for relative alignment
3. Department updates and resubmits the documents as necessary
4. ITS staff approves Milestone 2 for aligned Business and Technical Requirements or else provides the submitting department with an explanation for denial

**Exit Criteria:** Approved Business Requirements and Technical Requirements, plus approved RFP specs, if appropriate. Upon Milestone 2 approval, the department may begin the technical design and solicit vendor proposals/cost estimates. Department will also begin the budget planning process to identify and secure funding for the initiative.

## **ITG Milestone 3 Process**

**Entrance Criteria:** Milestone 2 Approved

1. ITS staff defines a Project Scope Statement that expresses the services and products supplied to the City that will meet the business needs with relative alignment with the City's technology architecture, strategy, and shared service objectives.
2. Department reviews the Project Scope Statement, approves or modifies it, and returns it to ITS staff. ITS staff and department work together to finalize an approved Project Scope Statement.
3. ITS staff approves Milestone 3 for aligned Project Scope or alternatively provides the submitting department with an explanation for denial.

**Exit Criteria:** Approved Project Scope. Upon Milestone 3 approval and final budget approval, the department may acquire the solution and begin related development and testing

### **After Milestone 3 Approval**

ITS staff will schedule a joint project planning meeting with the department. This meeting provides an opportunity for all parties involved in the implementation to review Governance documents, ask questions, or clarify concerns that affect the technology needed for successful completion of the project. Upon determination of compliance with the ITG Policy, the ITS Director will submit to City Administrator the chartered initiative for further business alignment consideration including the budgeting process.

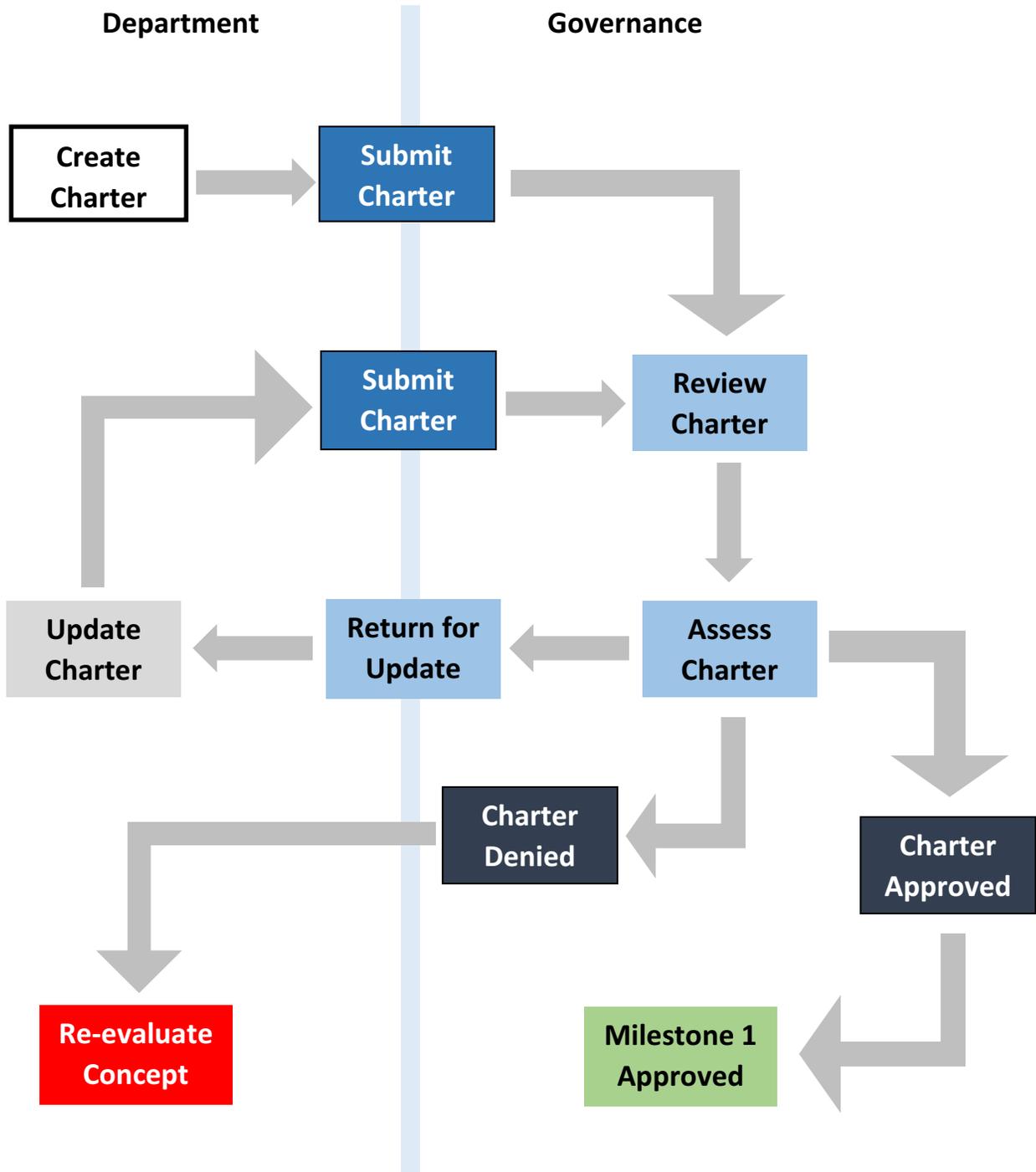
### **Resumption**

1. The department is responsible for obtaining a waiver from the City Administrator and requesting resumption for any condition of denial
2. The Governance process continues from the resumption point, and any missing waypoint documentation may be requested
3. Departments may be required to update the original ITG documentation if the context has changed, such as a scope change triggered by ITS or a significant time lapse between the denial and the wavier submission.

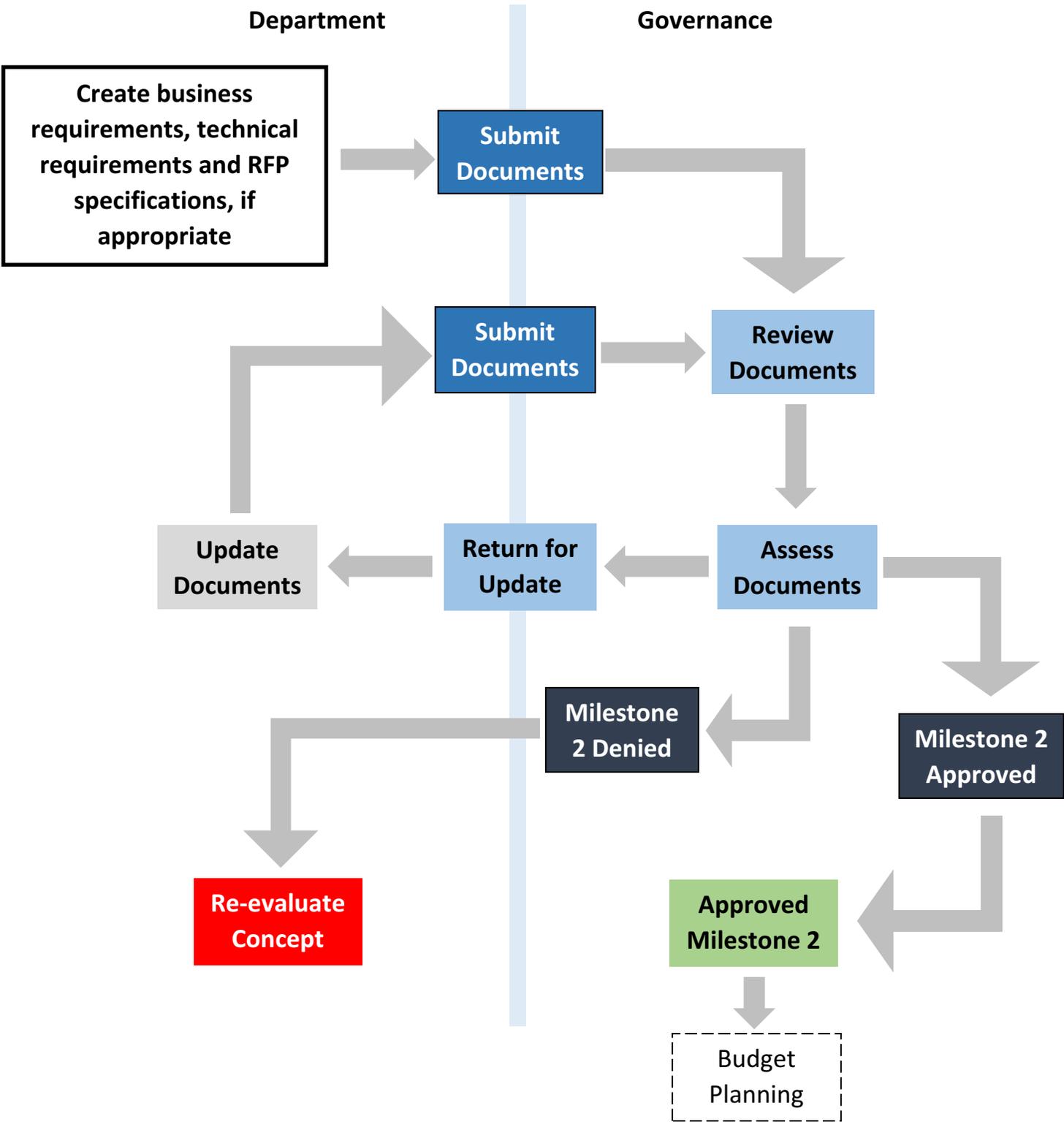
Please submit your completed governance forms directly into the IT Governance system via e-mail to: [itg@fortsmithar.gov](mailto:itg@fortsmithar.gov)

If you have questions, please contact the ITS Department at [itg@fortsmithar.gov](mailto:itg@fortsmithar.gov)

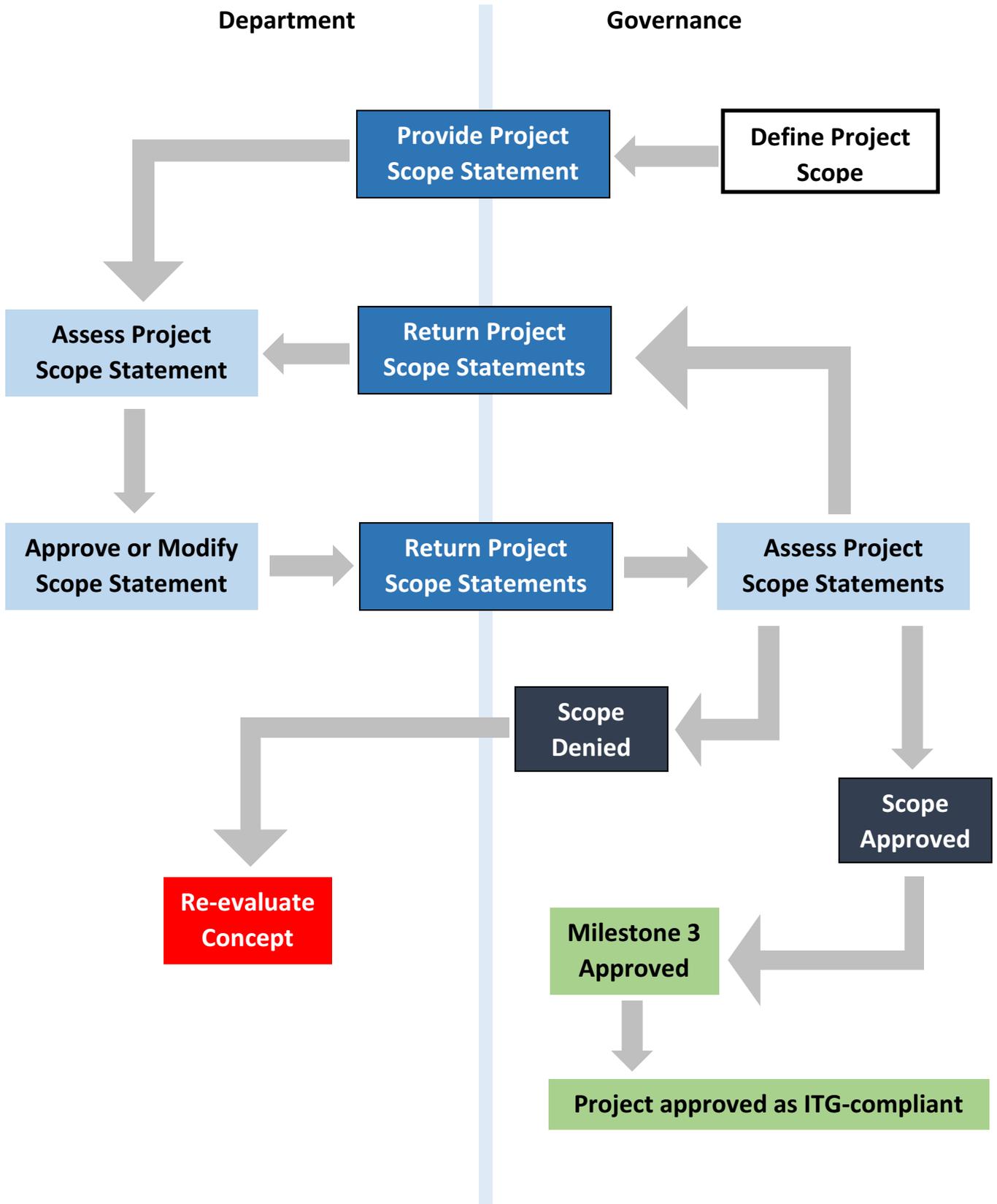
# Governance Milestone 1 Process

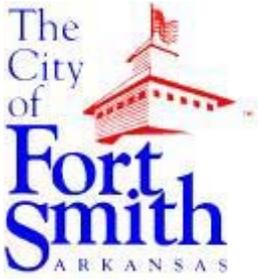


**Governance Milestone 2 Process**



**Governance Milestone 3 Process**





# City of Fort Smith, AR TECHNOLOGY PROJECT CHARTER

Department: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Department Director: \_\_\_\_\_

Department Contact: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Contact phone: \_\_\_\_\_

## 1. Business Objective and Benefit Summary

## 2. Type of Initiative ( "X" all that apply)

Mandate     Cost Savings/Avoidance     Strategic Initiative     Lifecycle

## 3. Role of Technology to Meet Business Objective

## 4. Timeframe

Anticipated State Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_    Anticipated End Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

## 5. Budget Year

## Estimate Dollar Amount

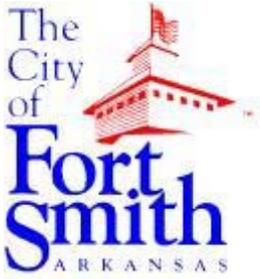
## Fund Program

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# City of Fort Smith, AR BUSINESS REQUIREMENTS

Charter #: \_\_\_\_\_  
Project Name: \_\_\_\_\_

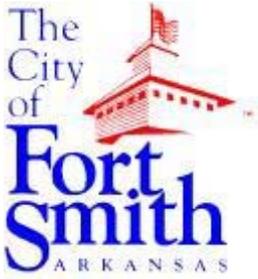
## IT Project Summary:

## IT Project Business Requirements:

## Reporting Requirements:

## Auditing Requirements:

## Security Requirements:



# City of Fort Smith, AR TECHNICAL REQUIREMENTS

**Charter #:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

## USERS

### Anticipated # of Application Users

City/Internal Users: \_\_\_\_\_

External Users: \_\_\_\_\_

## USER INTERFACE

### Place "X" next to application type

\_\_\_\_\_ Browser-based

\_\_\_\_\_ Client-server

\_\_\_\_\_ TBD

\_\_\_\_\_ Other

## DISASTER RECOVERY

### Disaster Recovery Timeframe (Place "X" next to the timeframe that applies to this application)

\_\_\_\_\_ < 24 hours to recover

\_\_\_\_\_ > 24 hours and < 72 hours to recovery

\_\_\_\_\_ Long-term – no need for application until normal processing resumes

## APPLICATION AVAILABILITY

Availability requirement (hours/day, days/week, etc.)

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## DATA CLASSIFICATION

### Place "X" next to all that apply

\_\_\_\_\_ Official Use Only

\_\_\_\_\_ Public

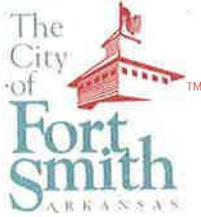
\_\_\_\_\_ Confidential (Place "X" to all that apply)

\_\_\_\_\_ Personally Identifiable Information (PII)

\_\_\_\_\_ Health Information Portability and Accountability Act (HIPAA)

\_\_\_\_\_ Payment Card Industry (PCI)

\_\_\_\_\_ Federal Tax Information (FTI)



February 3, 2015

TO: Members of the Board of Directors  
Members of the Housing Assistance Board

RE: Appointments:

The terms of Mr. Jim Rose, Mr. John Ross, Ms. Hazel Brown and Mr. Mike Jacimore of the Housing Assistance Board will expire April 30<sup>th</sup>, 2015. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

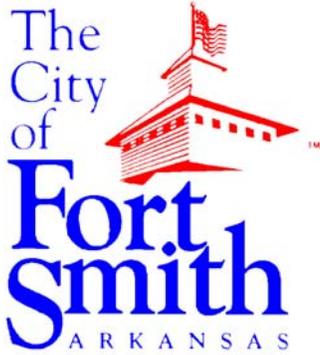
Please submit applications to the city administrator's office no later than the close of business on March 10<sup>th</sup>, 2015. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to [www.fortsmithar.gov](http://www.fortsmithar.gov) and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack  
City Administrator

623 Garrison Avenue  
P.O. Box 1908  
Fort Smith, Arkansas 72902  
(501) 785-2801  
Administrative Offices FAX (501) 784-2407



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

#### Board of Directors

Ward 1 – Keith D. Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

## **AGENDA ~ Summary**

### **Fort Smith Board of Directors**

### **STUDY SESSION**

**February 10, 2015 ~ 12:00 Noon**

**Fort Smith Public Library Community Room  
3201 Rogers Avenue**

#### **CALL TO ORDER**

- All present
- Mayor Sandy Sanders presiding

1. Discuss zero tolerance for domestic violence and employment of family members policies ~ *Requested at the October 27, 2014 brainstorming meeting / Deferred from the January 13, 2015 study session / Continued from the January 26, 2015 study session* ~  
The Board concurred to accept all recommended amendments to the personnel policy as submitted by Director of Human Resources Richard Jones, with the inclusion of a Domestic Violence policy (termination upon conviction). Such amendments may be administratively authorized; therefore, the personnel policy will be updated accordingly.
2. Review renewal of City fleet and property insurance *(March 2015 – March 2016)*  
Hutchings/Pennartz placed a resolution on the February 17, 2015 regular meeting agenda to retain Travelers Insurance for 2015-2016. Due to interest in obtaining more information with regard to coverage provided by the Arkansas Municipal League, it was determined that “if” the existing policy with Travelers Insurance may be extended for 30 days (to the end of March 2015), the resolution on the February 17, 2015 regular meeting may be tabled to allow adequate time to better compare coverage. Several members of the Board also conveyed interest in moving forward with employment of a Risk Manager.
3. Discuss creation of Comprehensive Plan Implementation Committee  
Settle/Hutchings placed a resolution establishing the above noted committee on the February 17, 2015 regular meeting agenda.
4. Review of the City of Fort Smith Technology Plan  
Update only, provided by Director of Information and Technology Services Russell Gibson.
5. Review preliminary agenda for the February 17, 2015 regular meeting

#### **ADJOURN**

1:09 p.m.