

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PULASKI COUNTY, ARKANSAS, THE CITY OF NORTH LITTLE ROCK AND THE CITY OF MAUMELLE FOR AN ADAPTIVE SIGNAL CONTROL PROJECT FOR ARKANSAS STATE HIGHWAY 100 (MAUMELLE BOULEVARD); AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. §§ 25-20-101, et seq. provides for informal interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, authorized by Resolution No. 8555 (adopted May 27, 2014), the City of North Little Rock (“the City”) entered into an **Agreement for a Regional Strategic Network System Optimization Project** (the “Original Agreement”) with the City of Maumelle and Pulaski County for the funding, installation and/or construction of an Adaptive Traffic System on Maumelle Boulevard (Arkansas State Highway 100); and

WHEREAS, the Original Agreement provided that each party would be responsible for maintaining those traffic lights on Maumelle Boulevard which were located within their respective jurisdictions; and

WHEREAS, it has now been determined that maintenance of the signals should be overseen and managed by one entity; and

WHEREAS, the parties to the Original Agreement have concluded that North Little Rock has the qualified personnel and technological expertise to manage and maintain all of the traffic signals on Maumelle Boulevard; and

WHEREAS, it is in the best interests of the respective parties to the Original Agreement that they enter into an amendment to the Original Agreement designating that North Little Rock will assume the management of and responsibility for maintaining all traffic lights on Maumelle Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a First Amendment to Agreement Between Pulaski County, Arkansas and the Cities of Maumelle, Arkansas and North Little Rock, Arkansas for a Regional Strategic Network System Optimization Project (said First Amendment being substantially similar to

Exhibit "A" attached hereto) assigning responsibility for the management and maintenance of all traffic signals on Maumelle Boulevard to the City of North Little Rock upon completion of the Project, with reimbursement being made to the City by Maumelle and Pulaski County for all maintenance costs related to the lights located in each of their respective jurisdiction.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

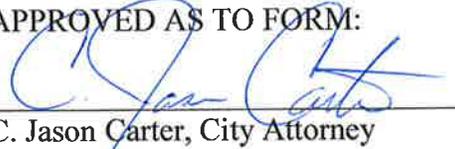
ATTEST:



Mayor Joe A. Smith

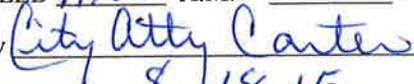
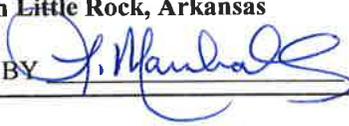
Diane Whitbey, City Clerk

APPROVED AS TO FORM:



C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:21	A.M.	_____	P.M.
By				
DATE	8-18-15			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY				



**FIRST AMENDMENT TO
AGREEMENT BETWEEN PULASKI COUNTY, ARKANSAS AND THE CITIES OF
MAUMELLE, ARKANSAS AND NORTH LITTLE ROCK, ARKANSAS FOR A REGIONAL
STRATEGIC NETWORK SYSTEM OPTIMIZATION PROJECT – ADAPTIVE SIGNAL
CONTROL PROJECT FOR ARKANSAS STATE HIGHWAY 100 (MAUMELLE BOULEVARD)**

This First Amendment to Agreement for a Regional Strategic Network System Optimization Project – Adaptive Signal Control Project for Arkansas State Highway 100 (Maumelle Boulevard) (“First Amendment”) is made and entered into this ____ day of _____, 2015, by and between Pulaski County, Arkansas (“Pulaski County”) and the Cities of Maumelle, Arkansas (“Maumelle”) and North Little Rock, Arkansas (“North Little Rock”), pursuant to the authority of Ark. Code Ann. §§ 25-20-101 *et seq.*, and will become binding on all parties upon ratification by the Pulaski County Quorum Court and the Maumelle and North Little Rock City Councils.

RECITALS:

WHEREAS, Pulaski County, Maumelle and North Little Rock entered into an Agreement for a Regional Strategic Network System Optimization Project – Adaptive Signal Control Project for Arkansas State Highway 100 (Maumelle Boulevard) dated May 28, 2014 (the “Original Agreement”); and

WHEREAS, the Original Agreement provided, among other things, that upon completion of the project, each party would be responsible for maintaining those traffic lights on Maumelle Boulevard which are located within their respective jurisdictions; and

WHEREAS, in order to maintain consistency and proper flow of traffic on Maumelle Boulevard, it is in the best interests of the parties that maintenance of the signals be overseen and managed by one entity; and

WHEREAS, it has been determined that North Little Rock has qualified personnel and the technological expertise to manage and maintain all of the traffic signals on Maumelle Boulevards, and it is in the best interests of the citizens and residents of the respective parties that management and maintenance of the traffic signals be conducted solely by North Little Rock; and

WHEREAS, upon completion of the project, Pulaski County and Maumelle acknowledge that North Little Rock may incur costs in the management and maintenance of the traffic signals on Maumelle Boulevard, and understand that North Little Rock will be reimbursed for any expenses related to maintenance of traffic signals in each of their respective jurisdictions.

THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Upon completion of the Regional Strategic Network System Optimization Project for Maumelle Boulevard, the City of North Little Rock will assume responsibility for maintaining all traffic lights on Maumelle Boulevard.

2. Prior to commencement of assuming maintenance of traffic lights on Maumelle Boulevard, North Little Rock will prepare and present a summary of potential maintenance costs (i.e. manpower, materials and equipment) to Pulaski County and Maumelle. Pulaski County and Maumelle agree to reimburse North Little Rock for any costs incurred related to maintenance of traffic lights located in each of their respective jurisdictions.

3. Except as amended hereby, all of the terms contained in the Original Agreement are controlling, and except as provided hereinabove, such Original Agreement is hereby ratified and confirmed in all respects.

4. This Agreement shall be construed and governed under the laws of the State of Arkansas.

5. This document may be executed in counterparts, each of which shall be deemed an original and such counterpart shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

PULASKI COUNTY, ARKANSAS

By _____
Barry Hyde, Pulaski County Judge

Attest:

CITY OF MAUMELLE, ARKANSAS

By _____
B. Michael Watson, Mayor

Attest:

City Clerk

CITY OF NORTH LITTLE ROCK, AR

By _____
Joe A. Smith, Mayor

Attest:

Diane Whitbey, City Clerk