

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A RESTATED AND AMENDED PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM (PAgis) INTERLOCAL AGREEMENT; AND FOR OTHER PURPOSES.

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

WHEREAS, the Pulaski Area Geographic Information System (“PAgis”) was initiated in 1990 to create a shared geographic information database to provide high-quality, accurate and usable geographic information, such as planimetrics, parcels, city limits, and metadata, across various member jurisdictions; and

WHEREAS, the City of North Little Rock became a member of PAgis in October 2000; and

WHEREAS, the City Council subsequently approved and authorized the Mayor and City Clerk to execute revised PAgis interlocal agreements to include the City of Jacksonville (Resolution No. 7466, adopted May 11, 2009) and the City of Sherwood (Resolution No. 8780, adopted March 23, 2015) as members of PAgis; and

WHEREAS, the City of Maumelle has expressed its desire to join PAgis.

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 restated and amended Pulaski Area Geographic Information System Interlocal Agreement (substantially similar to Exhibit A attached hereto) between the City of North Little Rock, City of Little Rock City of Jacksonville, City of Sherwood, Pulaski County, Central Arkansas Water, Little Rock Wastewater Utility, North Little Rock Wastewater Utility, and the City of Maumelle.

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

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. HARTWICK
Mayor Terry C. Hartwick *by AT*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:05 A.M. _____ P.M.

By city atty Fields

DATE 1/17/2024

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY *D Whitbey*



PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM
INTERLOCAL AGREEMENT
(Sixth Restatement & Amendment)

This Pulaski Area Geographic Information System Interlocal Agreement ("Agreement") is made and entered into by and among the City of Little Rock, Arkansas ("Little Rock"), the City of North Little Rock, Arkansas ("North Little Rock"), Pulaski County, Arkansas ("County"), for the benefit of its Public Works department, Central Arkansas Water ("CAW"), Little Rock Water Reclamation Authority ("LRWRA"), North Little Rock Wastewater Utility ("NLR Wastewater"), the City of Jacksonville, Arkansas ("Jacksonville"), the City of Sherwood, Arkansas ("Sherwood"), and the City of Maumelle, Arkansas ("Maumelle"), and it is an amendment and restatement of prior Interlocal Agreements entered by the first eight of the aforementioned parties.

WHEREAS, the Pulaski Area Geographic Information System ("PAgis") was initiated in 1990 as a cooperative venture among Little Rock, Little Rock Municipal Water Works (predecessor of CAW), and LRWRA; and

WHEREAS, the County, NLR Wastewater, North Little Rock, Jacksonville, and Sherwood later joined the cooperative venture as financially contributing members; and

WHEREAS, PAgis was previously governed by a Memorandum of Understanding that was entered into on October 31, 1990, and subsequently amended on December 30, 1992, December 4, 1998, January 1, 2005, June 16, 2009, and June 30, 2015; and

WHEREAS, benefits to the members of PAgis include: (1) delivering services efficiently in every department of government; (2) increasing the accuracy of information provided to the public while decreasing the time necessary to provide the information; (3) eliminating the duplication of effort within government; (4) enhancing information for resource allocation, which will result in better use of public funds; (5) improving public health, welfare and safety; (6) advancing citizen access to public information; (7) strengthening citizen participation in government; (8) gaining increased benefits from existing information; (9) providing information not otherwise available; and (10) developing information sharing within public and private sectors; and

WHEREAS, PAgis has been successful as a project organization in that its committees have defined, scheduled, and implemented tasks necessary to assemble an information database; and

WHEREAS, PAgis has developed a Strategic Plan to provide system maintenance for the information that has been developed since 1990 and is currently being developed, improved, and maintained at substantial cost; and

WHEREAS, the Strategic Plan recommended the formation of a permanent PAgis organization that will provide for the hardware, software, additional data, data distribution, training, and staff to manage the current investment in PAgis; and

WHEREAS, Maumelle desires to join PAgis.

NOW, THEREFORE, Little Rock, North Little Rock, Jacksonville, Sherwood, CAW, the County, LRWRA, NLR Wastewater, in consideration of the mutual covenants and the terms and conditions set forth herein, agree as follows:

1. PARTIES. This Agreement is hereby entered into by and between Little Rock, North Little Rock, Jacksonville, Sherwood, and Maumelle acting by and through their respective Mayors and Boards of Directors or City Councils, the County acting by and through its Quorum Court and County Judge, CAW, acting by and through its Board of Commissioners, LRWRA acting by and through its Little Rock Water Reclamation Authority Commission, and NLR Wastewater acting by and through its Wastewater Treatment Commission.
2. NAME. The name of the organization shall be "Pulaski Area Geographic Information System," hereinafter referred to as PAgis.
3. TERM. The term of this Agreement and the duration of PAgis shall be indefinite. However, any of the signatory parties may withdraw from said organization at the close of any fiscal year; provided, however, that notice thereof shall have been given to all other signatory parties, in writing, at least one year in advance of the proposed date of withdrawal.
4. TERMINATION AND WITHDRAWAL. In the event that the Board of Directors of PAgis ("Board of Directors") intends to dissolve PAgis, the Board of Directors will adopt a reasonable plan to discharge all outstanding liabilities to third parties, and the remaining assets of PAgis shall be distributed to the then-current members of PAgis who have been members of PAgis for at least three (3) years. In no event shall any asset revert to any person who is not a governmental agency or instrumentality. A withdrawing member shall not be entitled to the assets of PAgis. The parties hereto agree that Little Rock, North Little Rock, Jacksonville, CAW, LRWRA, NLR Wastewater, the County, and Sherwood have been members of PAgis for at least three (3) years as of the effective date of this Agreement; Maumelle is new to the Agreement.
5. PURPOSE. The purpose of PAgis is to be a leader in providing high quality geographic information services that meet customer and management needs. PAgis is a partnership owned and controlled by the government entities that are its members, open to public and private information sharing, dedicated to effective delivery of geographically based information products and services using a shared database.

The stated goals of PAgis are as follows: (1) operate a shared database; (2) establish defined responsibilities for quality database maintenance; (3) secure adequate funding for system operation and maintenance; (4) secure additional governmental partners; (5) conform to and maintain the database according to established standards; (6) maintain competent and professional staff; and (7) provide for the satisfaction of its customers.

PAgis will serve as a management tool for capital assets of the signatory parties. In addition, PAgis will connect existing data into a complete functioning information system and allow the signatory parties to: (1) track customer complaints and inquiries geographically and take more effective remedial action; (2) create more efficient service routes; (3) provide better information to field personnel; and (4) target mailings to customers.

PAgis will be responsible for: (1) the core data on which the signatory parties' systems depend in the areas of ground control, planimetrics, addresses, parcels, city limits, and metadata; (2) responding to requests for information from the public; and (3) organizing ongoing training for its own staff and the staffs of the signatory parties' organizations.

6. ORGANIZATIONAL STRUCTURE. PAgis will be supervised, administered, and directed by a Board of Directors whose members will represent the signatory parties.

A Geographic Information System Manager will report directly to the Board of Directors, and will be charged with implementing the PAgis work program and goals.

Title to fixed assets held by each signatory party and used for geographic information system purposes at the time of the establishment of PAgis shall remain unchanged. Each item of personal property of a value greater than Fifty Thousand and 00/100 Dollars (\$50,000.00) and real property that PAgis intends to purchase may only be acquired, held, and disposed of with the approval of the Board of Directors for the benefit of PAgis in the name of PAgis. Other personal property may be acquired and held by staff of PAgis for the benefit of PAgis in the name of PAgis, and staff of PAgis may dispose of such other personal property for which there is no future purpose of PAgis in a commercially reasonable manner.

Additional governmental agencies or instrumentalities may become members of PAgis with the consent of all the existing members, who shall determine the conditions of their association including but not limited to financing and representation on the Board of Directors.

The operation and management of PAgis will be governed by bylaws adopted by the Board of Directors.

7. FINANCING. The signatory parties shall finance the operations of PAgis through contributions made to PAgis by the signatory parties, the amounts of which the signatory parties shall determine in cooperative fashion. The Board of Directors shall budget and disburse all funds received by it from the appropriate designated authorities of the signatory parties participating in this Agreement as well as any funds received from future members. Each of the signatory parties will share the costs incurred for the operation and maintenance of PAgis in accordance with the bylaws or as otherwise established by the Directors.
8. GEOGRAPHIC AREA. PAgis services area consists of the incorporated and unincorporated area of Pulaski County; this area may be expanded with the inclusion of additional governmental members into the organization.
9. NONDISCRIMINATION. The signatory parties agree that they will oversee and supervise the governance and operations of PAgis to ensure that benefits and privileges of PAgis are provided and available on a nondiscriminatory basis.
10. SEVERABILITY. The provisions of the Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any party or circumstance, such holding shall not affect the validity or applicability of the remainder hereof.
11. EFFECTIVENESS. This Agreement, as amended, shall become effective upon the approval of the Attorney General and notification of such approval by the Attorney General of PAgis.

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[Signature Pages to Follow]

ATTEST:

**CITY OF LITTLE ROCK,
ARKANSAS**

Susan Langley, City Clerk
Executed this ____ day of _____, 2023

By: _____
Frank Scott, Mayor

ATTEST:

**CITY OF NORTH LITTLE ROCK,
ARKANSAS**

Diane Whitbey, City Clerk
Executed this ____ day of _____, 2023

By: _____
Terry Hartwick, Mayor

ATTEST:

**CITY OF JACKSONVILLE,
ARKANSAS**

Susan Davitt, City Clerk
Executed this ____ day of _____, 2023

By: _____
Jeff Elmore, Mayor

ATTEST:

**CITY OF SHERWOOD,
ARKANSAS**

Charlotte Watson, City Clerk
Executed this ____ day of _____, 2023

By: _____
Mary Jo Heye-Townsell, Mayor

ATTEST:

PULASKI COUNTY, ARKANSAS

Terri Hollingsworth, County Clerk

By: _____
Barry Hyde, County Judge

Executed this _____ day of _____, 2023

ATTEST:

**CITY OF MAUMELLE,
ARKANSAS**

Tina Timmons, City Clerk

By: 
Caleb Norris, Mayor

Executed this _____ day of _____, 2023

ATTEST:

CENTRAL ARKANSAS WATER

Executed this _____ day of _____, 2023

By: _____
C. Tad Bohannon, Chief Executive Officer

ATTEST:
RECLAMATION AUTHORITY

LITTLE ROCK WATER

Executed this _____ day of _____, 2023

By: _____
Jean Block, Chief Executive Officer

**NORTH LITTLE ROCK
WASTEWATER UTILITY**

Executed this _____ day of _____, 2023

By: _____
Michael Clayton, Executive Director