

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT BETWEEN THE CITIES OF NORTH LITTLE ROCK, ARKANSAS AND MAUMELLE, ARKANSAS FOR PURPOSES OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS BEING RETAINED BY THE CITY OF MAUMELLE, ARKANSAS TO SERVE AS BOTH PUBLIC SAFETY ANSWERING POINT AND PUBLIC SAFETY DISPATCHING SERVICES CENTER, IN ACCORDANCE WITH ARK. CODE ANN. §§ 12-10-301, *ET SEQ.* AS AMENDED BY THE PUBLIC SAFETY ACT OF 2019, NO. 660; AND FOR OTHER PURPOSES.

WHEREAS, in 2018, the Arkansas State NG9-1-1 Plan indicated that reducing the number of public safety answering points (PSAPs) would provide the most benefit to statewide emergency services IP network (ESInet) and next generation core services (NGCS) implementation, and in improving services, cost efficiencies, and enhanced voice and data interoperability for PSAPs in Arkansas; and

WHEREAS, the Arkansas Public Safety Communications and Next Generation 911 Act of 2019, Ark. Code Ann. §§ 12-10-301 et seq., as amended by the Public Safety Act of 2019, No. 660, (the "Act"), legislated the reduction of PSAPs in the state to seventy-seven; and

WHEREAS, Ark. Code Ann. §§ 12-10-304(a)(2), as amended by the Public Safety Act of 2019, No. 660 provides for mutual aid agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, in an effort to implement the Act, and to increase efficiencies in emergency services, North Little Rock governing body authorizes North Little Rock's chief executive to accept the aid and assistance request, designating North Little Rock to serve as a public safety answering point and a Public Safety Dispatching Services center, in accordance with the Act.

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

SECTION 1: That the Mayor is hereby authorized to enter into a mutual aid agreement (substantially similar to Exhibit "A" attached hereto) on behalf of the City of North Little Rock with the City of Maumelle, Arkansas, for the purpose of the City of Maumelle retaining the City of North Little Rock as both the dispatch center and public safety answering point for the City of Maumelle, with approval from the Arkansas 911 Board, for the initial term of four (4) years.

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/ MBM

FILED 11:15 AM P.M.
BY A. Fields
DATE 12-17-24
Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas
RECEIVED by Slattery

**MUTUAL AID AGREEMENT
FOR PUBLIC SAFETY ANSWERING POINT AND
DISPATCHING SERVICES FOR THE CITIES OF
NORTH LITTLE ROCK AND MAUMELLE, ARKANSAS**

This Mutual Aid Agreement ("Agreement") is executed and entered in accordance with Arkansas Code Annotated § 12-10-304, by and between the cities of NORTH LITTLE ROCK and MAUMELLE, Arkansas, with approval of the Arkansas 911 Board. Legislation adopted by the governing bodies authorizing and approving this Agreement are attached hereto and marked Exhibits, "A" and "B" respectively. The Effective date of this agreement shall be January 1, 2025.

RECITALS

WHEREAS, in 2018, the Arkansas State NG9-1-1 Plan indicated that reducing the number of public safety answering points (PSAPs) would provide the most benefit to statewide emergency services IP network (ESInet) and next generation core services (NGCS) implementation, and in improving services, cost efficiencies, and enhanced voice and data interoperability for PSAPs in Arkansas; and

WHEREAS, the Arkansas Public Safety Communications and Next Generation 911 Act of 2019, Ark. Code Ann. §§ 12-10-301 et seq. as amended by the Public Safety Act of 2019, No. 660, (the "Act"), legislated the reduction of PSAPs in the state to seventy-seven; and

WHEREAS, in an effort to implement the Act, and to increase efficiencies in emergency services, NORTH LITTLE ROCK governing body accepts responsibility for serving as the public safety answering point for MAUMELLE by authorizing NORTH LITTLE ROCK's chief executive to accept the aid and assistance request, designating NORTH LITTLE ROCK to serve as a public safety answering point and a Public Safety Dispatching Services center, in accordance with the Act.

The terms and conditions of this Agreement are as follows:

SECTION 1: SCOPE OF SERVICES

- a. NORTH LITTLE ROCK shall provide Public Safety Dispatching Services for appropriate police and fire for MAUMELLE. The Dispatching personnel will be NORTH LITTLE ROCK employees and shall be under the supervision and control of the NORTH LITTLE ROCK Director of Emergency Services or his/her authorized designee. For identification purposes of this Agreement, the Consolidated Dispatch Center shall be identified as the North Little Rock/Maumelle Dispatch Center (NLRM). Dispatching Services shall be part of the NLRM Dispatch Center. NORTH LITTLE ROCK shall make reasonable efforts to maintain sufficient staff to perform the Dispatching Services it provides under this Exhibit "A." "Dispatching Services" shall mean, all public communication functions necessary for the provision by NORTH LITTLE ROCK and MAUMELLE of police and fire to the respective cities' citizens, and shall include at a minimum the following:

1. answering and dispatching all emergency 911 and emergency calls for service with reasonable efforts made to meet the time

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standards for priority 1 and 2 calls for service for first due companies/units as published in the most current National Fire Protection Association, Association of Public Safety Communications Officials, or National Emergency Number Association policy and procedures, as applicable to the services provided under this Agreement;

2. dispatching police patrol units, or fire apparatus, as appropriate in response to 9-1-1 or other calls, or at the respective city's direction;
3. maintaining radio or other remote communications from dispatch with the field units of each city's police and fire units as necessary to facilitate provision of services;
4. maintaining documentary records according to industry standards of all dispatching activity;
5. NORTH LITTLE ROCK shall provide technical oversight to computer and connectivity systems associated with this shared services program;
6. NORTH LITTLE ROCK shall provide MAUMELLE monthly service reports detailing dispatch center performance measures including the number of calls for service, number of 9-1-1 emergency calls dispatched, and any other available statistical reports requested by the respective cities that are within the reporting capabilities of NORTH LITTLE ROCK Dispatch Center.
7. NORTH LITTLE ROCK shall provide all Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Dispatching Services to the respective cities, including providing all employee policies and procedures and the administration.
8. NORTH LITTLE ROCK agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.
9. NORTH LITTLE ROCK shall execute with AT&T Hosted Solutions, a 911 Call Processing Equipment, Hosted System Agreement every five years.
10. NORTH LITTLE ROCK shall maintain the highest possible ISO (Insurance Services Office) rating score, but an ISO rating score for Dispatch Configuration beneath the maximum possible score shall not be considered a breach of this Agreement if the score is caused by an unforeseen event outside NORTH LITTLE ROCK's control.

SECTION 2: GOVERNANCE

- a. There shall be an Executive Board that consists of the Police and Fire Chiefs from the cities of NORTH LITTLE ROCK and MAUMELLE.
 1. Each member of the Executive Board will serve to enhance the individual efforts of each city in the shared services program under this Agreement. The collaboration among each member of the board will further the efforts to deliver the best possible service levels to the respective cities' community.
 2. The Executive Board shall meet at least annually, or otherwise as needed, to review compliance with this Agreement. The Executive Board may be convened upon a minimum of three (3) business days' notice in writing (electronic is authorized) to all board members by the Director of the NLRM Dispatch Center, or upon request by any two (2) members of the Executive Board.
 3. The Executive Board shall be chaired by a member from each city on an annually rotating basis by city. The order will be determined alphabetically by city.
 4. The Executive Board shall receive suggestions for improvements or changes to the operations of the NLRM Dispatch Center from the Advisory Committee and shall make recommendations to the NLRM Dispatch Center Director for changes or modifications needed. A written response shall be provided by NLRM Dispatch Center Director to the Executive Board for each recommendation within ninety (90) days of the Board meeting at which the respective recommendation was made. It is the intent of the NLRM Dispatch Center to provide dispatching services that allows for the highest level police and fire service to the respective cities.
 5. During the annual meeting of the Executive Board, the NLRM Dispatch Center Director shall present a State of the Center report.
- b. There shall be a standing Advisory Committee consisting of two (2) public safety supervisors of each city to address operational and policy decisions that will arise from operating the NLRM Dispatch Center. These employees shall be appointed by the Police and Fire Chiefs of each city. The Advisory Committee shall meet at least semi-annually or as otherwise requested by the Executive Board.
 1. The NLRM Dispatch Center Deputy Director shall be a non-voting member of the Advisory Committee but will manage the meetings and coordinate with appropriate staff members to attend the meetings for the dissemination of information or to answer questions.

2. The Advisory Committee shall be chaired by a member from each city on an annually rotating basis. The order will be determined alphabetically by city.
 3. The Advisory Committee Chair shall be responsible for reporting any recommendations in writing to the Executive Committee.
- c. Nothing in this section prevents the respective cities from making recommendations to the NLRM Dispatch Center outside of these scheduled meetings.
 - d. Except as noted in this agreement, the Mayor of the City of NORTH LITTLE ROCK shall retain exclusive control over the operations of the NLRM Dispatch Center.

SECTION 3: MAUMELLE OBLIGATIONS

MAUMELLE agrees to perform the following.

- a. Pay MAUMELLE's share of the annual operating budgeted amount for the NLRM Dispatch Center for each Fiscal Year. The actual amount of charges shall be established based on the adopted NLRM Dispatch Center operating budget for dispatch operations. Exhibit C shows the projected NLRM Dispatch Center annual operating budget for the Fiscal Year 2025 to operate the NLRM Dispatch Center as a consolidated dispatch center. This total amount is broken down to represent a percentage cost share of all dispatch services based on the breakdown of population as determined by the latest decennial census of the US Census Bureau. See Exhibit D for the current population figures.
- b. Pay annual maintenance costs for portable and mobile radios owned and/or operated by MAUMELLE officers and firefighters. Maintenance and/or repair for all radio equipment used by MAUMELLE officers and firefighters and not specifically employed in the NLRM Dispatch Center as a part of this Agreement shall be the responsibility of MAUMELLE. The fees for the maintenance agreement for the radio equipment within the NLRM Dispatch Center shall be the responsibility of NORTH LITTLE ROCK and shall be part of the annual budget operating costs of the NLRM Dispatch Center subject to the cost sharing agreement for dispatching services.
- c. Agree to utilize a Records Management System acceptable to NORTH LITTLE ROCK and MAUMELLE that is compatible with the Computer Aided Dispatch System that shall be used by the NLRM Dispatch Center. Each city shall be responsible for the purchase and maintenance of all computer workstations at its respective facilities and in their own police and fire vehicles or other public safety emergency equipment. Each city shall maintain its own public safety records unit at their individual facility and be responsible for all law enforcement and fire reporting requirements to state and federal agencies. Each city shall also be responsible for its unique record dissemination responsibilities to the public, except direct inquiries from the public regarding a public safety dispatching incident.

- d. As part of the consolidated NLRM Dispatch Center, NORTH LITTLE ROCK and MAUMELLE agree to purchase and utilize Mach Alert Fire Station Alerting, as provided in the Fire Station Alerting Proposal and Agreement. Each city shall be responsible for the cost of installation, equipment and services, to include annual maintenance agreements and support costs, for their individual Fire Stations (Exhibit E). NLRM Dispatch Center installation, equipment and services, to include annual maintenance agreements and support costs, shall be shared by the participating cities, as stated therein, in the same proportion that they are responsible for operating costs.
- e. If NLRM Dispatch Center is to be responsible for the activation of the weather alerting equipment owned by MAUMELLE, MAUMELLE agrees to provide at their city's cost, connectivity and interface with the NLRM Dispatch Center Weatherwarn System that allows for activation and monitoring of the warning system both manually and automatically. Maintenance and/or repair for all weather alerting sirens located in each city shall be the responsibility of the respective city. If MAUMELLE's alert system has not been fully activated by the Effective Date of this Agreement, NORTH LITTLE ROCK will not be responsible for any failure to alert until MAUMELLE's alert system is fully activated.
- f. To the extent permitted by law and without waiving sovereign immunity, NORTH LITTLE ROCK and MAUMELLE shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.
- g. Neither NORTH LITTLE ROCK nor MAUMELLE agree to insure, defend, or indemnify the other.

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SECTION 4: PAYMENT FOR SERVICES PERFORMED

- a. All annual payments for dispatching services shall be paid by MAUMELLE to NORTH LITTLE ROCK in four (4) equal installments due within the first seven (7) business days of each calendar quarter, in advance of the services performed by NORTH LITTLE ROCK for MAUMELLE and continuing each subsequent fiscal year thereafter throughout the term of this Agreement.
- b. In the event the planned initial physical consolidation of dispatching services for NORTH LITTLE ROCK, and MAUMELLE occurs after the beginning of a Fiscal Year, payments for Dispatching Services for the remainder of the Fiscal Year shall be paid in equal quarterly installments due within the first seven (7) business days of each remaining calendar quarter, with the first installment due upon initial physical consolidation.
- c. Each appropriation for the operation of the NLRM Dispatch Center shall be in accordance with the NLRM Dispatch Center operating budgeted amount for the communications center adjusted annually to include budgeted increases in operating costs, and capital costs to expand, operate, modify or upgrade the existing dispatch and communication facilities used by all the cities pursuant to this Agreement as anticipated to be approved by the NORTH LITTLE ROCK City Council during the annual budgeting process for the upcoming Fiscal Year

beginning January 1, multiplied by the cost share percentage determined by the population for each city as determined by the latest decennial census of US Census Bureau. If any new operating, building or equipment costs of \$100,000 or more associated with this section are to be shared with all parties, written notice shall be given to the Mayors of the participating cities for review at least twelve (12) months in advance. In the event an emergency occurs that requires NORTH LITTLE ROCK to make an expenditure to resolve an issue that impacts the ability of the NLRM Dispatch Center to provide for the safety of its employees, the citizens, officers, or firefighters of NORTH LITTLE ROCK or MAUMELLE, MAUMELLE agrees to reimburse NORTH LITTLE ROCK for monies spent. MAUMELLE agrees to reimburse NORTH LITTLE ROCK for monies spent in the event of an emergency within sixty (60) days of the emergency expenditure being expended. Each participating city shall be responsible for emergency expenditures in the same proportion that they are responsible for operating expenses. In the event the emergency costs rise to an amount requiring approval by the City Council of the MAUMELLE, MAUMELLE agrees to bring the expenditure in front of their City Council within thirty (30) days of NORTH LITTLE ROCK providing documentation of the emergency expenditure to MAUMELLE. MAUMELLE shall then reimburse NORTH LITTLE ROCK within thirty (30) days of receiving approval from the MAUMELLE City Council, which approval shall not be unreasonably withheld.

- d. Any adjustment to the operating budget from year to year will be reasonable and based on specific, identifiable increases in costs associated with operating the NLRM Dispatch Center. Increases shall be limited to no more than 10 %, unless otherwise agreed upon in writing by the Mayor from each city. Any such agreement must be made prior to the 45 day termination deadline in the "TERMINATION" section.

1. **Expense True-up Provision:** The Parties agree to implement an annual true-up mechanism for shared expenses incurred under this mutual aid agreement, allowing for adjustments of up to 2% of expenses exceeding 23% of the budgeted amounts billed for the fiscal year. At the end of each fiscal year, the Parties shall review all relevant financial records related to the services provided. Should actual expenses surpass the budgeted amounts by more than 23%, a detailed report justifying the excess shall be prepared. Any additional payments arising from this true-up shall be made within thirty (30) days of the report's issuance, ensuring that both Parties maintain fair and equitable financial contributions throughout the duration of this agreement.

2. **PTO/Sick True-up Provision:** The Parties agree to establish a true-up mechanism for Paid Time Off (PTO) payouts under this Agreement, allowing for adjustments of up to 23% of the total PTO payouts made during the fiscal year. *This mechanism will specifically apply to employees hired after December 31, 2024.* At the end of each fiscal year, the Parties shall review the PTO payouts for all employees covered under this agreement. The City of Maumelle agrees to pay 23% of the total payout for any employees covered under this agreement. A detailed report shall be prepared and shared

between the Parties. Any necessary adjustments or reimbursements resulting from this true-up shall be settled within thirty (30) days of the report's issuance, ensuring that both Parties maintain equitable financial responsibilities regarding PTO expenditures throughout the duration of this agreement.

- e. NORTH LITTLE ROCK shall notify MAUMELLE of the anticipated costs of the Dispatching Services and operating costs by October 1 of each year for budgeting and planning purposes. The budget submittal shall include an itemized detail of the anticipated cost and the associated difference(s) from the previous fiscal year budget. The final costs will be determined and communicated in writing when the NORTH LITTLE ROCK City Council adopts the NORTH LITTLE ROCK annual budget, but shall not exceed the estimate by more than 5% unless written notice is given by October 31 that the number is greater. Notwithstanding this limitation, the approved costs for the dispatching Services and operating costs shall not exceed a 10% increase above the prior fiscal year costs as noted above in Section 4, subsection d.). The annual cost increase for MAUMELLE, for the dispatching services and operating costs, shall not exceed the percentage increase of the NLRM annual operating budget.
- f. All funds received from the participating cities by the Arkansas 9-1-1 Board for PSAP Distributions, Maintenance Reimbursements, and Equipment Upgrade Reimbursements shall be retained by NORTH LITTLE ROCK and applied to the operating costs of the NLRM Dispatch Center. If awarded, MAUMELLE, or any participating city, agrees that funds received from the Federal Emergency Management Agency, Emergency Operations Center Matching Grant Program applied for by NORTH LITTLE ROCK, and designated for the construction of a new NORTH LITTLE ROCK Emergency Operations Center, or any other grant, shall not be included in any distributive share, upon the unlikely event of termination of this Agreement, unless MAUMELLE, or a participating city, contributed to any required matching funds. All other grants applied for, and received, by the participant cities to fund the purchase and installation of fixed assets in the current, or any future NLRM Dispatch Center, shall be applied in accordance with the specific grant terms and conditions.
- g. If NORTH LITTLE ROCK sells or trades any equipment to whose purchase MAUMELLE contributed, the revenue generated from the sale or trade of the equipment will be credited to the NLRM Dispatch Center operating expense to offset the cost of the item sold, based on the percentage breakdown set forth in this Agreement.

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SECTION 5: TERMS

- a. The duration of this Agreement shall be for four years and will automatically renew year-to-year thereafter, unless notice of termination is given as provided in "TERMINATION" Section 6

SECTION 6: TERMINATION

- a. NORTH LITTLE ROCK and MAUMELLE shall have the right to terminate, if either of the participating cities breach any of its terms or fails to perform any

of its obligations under this Agreement and then fails to cure the breach or failure within 30 days following written notice from NORTH LITTLE ROCK and MAUMELLE. If the Agreement is terminated under this paragraph, NORTH LITTLE ROCK shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to the terminating city.

- b. Either city shall have the right to terminate this Agreement by giving written notice to the other party at least six (6) months prior to January 1 of the subsequent year for Dispatch Services; except that a forty five (45) day notice prior to January 1 shall be allowed if the termination is based upon the preliminary budget submittal, due to each agency by October 1, that is deemed unacceptable by any party. All payments by MAUMELLE to NORTH LITTLE ROCK shall continue until the termination date or as mutually agreed to by both parties.

SECTION 7 CONTINGENCY

NORTH LITTLE ROCK shall maintain a contingency plan which shall allow the continuation of the services under this Agreement at another facility within the Central Arkansas area in the event that the NLRM Dispatch Center is damaged due to a natural or a man-made disaster and becomes uninhabitable or is unusable, and shall immediately implement such contingency plan in the event of such damage, and shall cooperate with the other participant cities in doing so as expeditiously as possible so as to minimize the disruption to the services to be provided under this Agreement.

SECTION 8: RETENTION AND DISCLOSURE OF RECORDS.

NORTH LITTLE ROCK shall retain all records reflecting the initial, operating, capital, emergency, and other expenses of the NLRM Dispatch Center—including without limitation all receipts, invoices, estimates, purchase orders, pay stubs, contracts, and budgets—for at least three years from the date the record was received by NORTH LITTLE ROCK.

All records related to any expense that will be paid or reimbursed in part or in full by MAUMELLE shall be made available to MAUMELLE upon request.

NORTH LITTLE ROCK shall be responsible for maintaining the meeting minutes and other records of the Executive Board and Advisory Committee, and all such records shall be made available to MAUMELLE upon request.

This section is supplemental to all applicable state and federal law governing retention and disclosure of records, including without limitation the Arkansas Freedom of Information Act.

SECTION 9: CHANGE OF PARTICIPANT CITIES

In the event any city that is party to this shared services Agreement chooses to remove themselves from the program, or in the event additional cities are allowed to participate in the future, the distribution of the shared expenses shall be re-calculated by NORTH LITTLE

ROCK and the new distribution percentages shall be presented for signature to all parties. The calculation shall be based on population as reported by the latest decennial US Census Bureau Report. A document delineating new expense percentages shall become an addendum to this Agreement and will be effective from the date of the signature(s). MAUMELLE acknowledges that the City of Sherwood may designate NORTH LITTLE ROCK's PSAP as the PSAP for the City of Sherwood, and consents to the addition of the City of Sherwood pursuant to the terms and conditions stated herein. Upon the City of Sherwood designating NORTH LITTLE ROCK's PSAP as the City of Sherwood's PSAP, all three cities' contributions to the operating costs shall be recalculated based on the breakdown of population as determined by the latest decennial census of the US Census Bureau. See Exhibit D for the current population figures. Additional political subdivisions may designate NORTH LITTLE ROCK's PSAP as the PSAP for their political subdivision only with the consent of NORTH LITTLE ROCK and the consent of all political subdivisions with active mutual aid agreements with NORTH LITTLE ROCK to provide public safety dispatching services.

- a. In the event this Agreement is terminated in accordance with Section 6, MAUMELLE's, or any participating city's, distributive share of any capital investment in the NLRM Dispatch Center during the term of this Agreement shall not include funds received from the Federal Emergency Management Agency, Emergency Operations Center Matching Grant Program applied for by NORTH LITTLE ROCK, and designated for the construction of a new NORTH LITTLE ROCK Emergency Operations Center, unless MAUMELLE, or the participating city, contributed to that portion of the matching funds used for the purchase of equipment, furnishings, or other capital expenditures. In such a case, MAUMELLE's, or any participating city's, distributive share would be __ percent of its contribution, including depreciation. Otherwise, in terminating this Agreement in accordance with Section 6, MAUMELLE, and any other participating city, shall be entitled to receive, after depreciation, a distributive share equal to __% of its contributive share to any capital asset costing \$10,000 or more. Additionally, NLRM Dispatch Center agrees to give MAUMELLE the following: (i) two (2) dispatch console stations, including the chair, and the dispatching equipment contained within it, including any 911 Call Processing and radio dispatch equipment, to include headsets, microphones, and pedal footswitches, and (ii) any PCs and monitors used at the two (2) consoles or elsewhere, if it is used specifically for tracking Maumelle Police and Fire Equipment. All backroom equipment, routers, CCGWS, switches, generators, and shared displays shall remain the property of NORTH LITTLE ROCK.
- b. If MAUMELLE elects to receive any equipment under this paragraph, MAUMELLE shall bear responsibility for costs associated with the removal of equipment. Such equipment shall only be removed by a qualified technician, approved by NORTH LITTLE ROCK, at a mutually agreed time.
- c. MAUMELLE agrees that a PSAP consolidation with SHERWOOD and NORTH LITTLE ROCK, is being planned, which shall require additional resources. As stated herein, the cost share percentage shall be determined based on a breakdown of population for each city as determined by the latest decennial US Census Bureau Report as shown in Exhibit D.

SECTION 10: OPERATING COSTS

- a. Each participating party to this agreement shall share in operating costs for the Dispatch Center based on population as laid out in Section 3 (a). The estimated operating costs for the consolidated NLRM Dispatch Center for 2025 are laid out in Exhibit C.

Operating costs may include, but not be limited to the following:

1. Salaries and Benefits
2. Computer and Software Expenses
3. Miscellaneous Supplies
4. Maintenance of Equipment
5. Maintenance of Building and Grounds
6. Professional Services
7. Communications Expense
8. Insurance and Arkansas Municipal League Legal Defense Program annual fee
9. Public Relations
10. Employee Relations
11. Training and Education
12. Utilities
13. Annual Service Agreements

SECTION 11: SOVEREIGN IMMUNITY

By entering into this agreement, NORTH LITTLE ROCK AND MAUMELLE do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to Arkansas law.

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IN WITNESS WHEREOF, the parties have agreed to the foregoing on this the _____ day of _____, _____.

City of North Little Rock, AR

City of Maumelle, AR

By: _____
Terry C. Hartwick, Mayor

By: _____
Caleb Norris, Mayor

Date

Date

ATTEST:

ATTEST:

Diane Whitbey, City Clerk

Tina Timmons, City Clerk

Date

Date

|

Approved As To Form:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

BY: _____
City Attorney

Date

DRAFT