

1 **Section 3. *Repealer.*** All laws, ordinances, resolutions, or parts of the same that are inconsistent with the
2 provisions of this resolution are hereby repealed to the extent of such inconsistency.

3 **ADOPTED: April 21, 2015**

4 **ATTEST:**

APPROVED:

6 _____
7 **Susan Langley, City Clerk**

_____ **Mark Stodola, Mayor**

8 **APPROVED AS TO LEGAL FORM:**

10 _____
11 **Thomas M. Carpenter, City Attorney**

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ATTACHMENT "A"
PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM
INTERLOCAL AGREEMENT
(Fifth Restatement & Amendment)

This 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 Wastewater Utility ("LR Wastewater"), North Little Rock Wastewater Utility ("NLR Wastewater"), the City of Jacksonville, Arkansas ("Jacksonville"), and the City of Sherwood, Arkansas ("Sherwood") and it is an amendment and restatement of prior Interlocal Agreements entered into among the first seven 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 LR Wastewater; and

WHEREAS, the County, NLR Wastewater, North Little Rock, and Jacksonville 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, and on December 4, 1998, January 1, 2005, and as of June 16, 2009; 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, Sherwood desires to join PAgis.

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

- 1 1. PARTIES. This Agreement is hereby entered into by and between Little Rock, North Little
2 Rock, Jacksonville and Sherwood, acting by and through their respective Mayors and Boards
3 of Directors or City Councils, the County, acting by and through its Quorum Court and
4 County Judge; CAW acting by and through its Board of Commissioners, and LR Wastewater
5 and NLR Wastewater, acting by and through their respective Boards of Commissioners.
6
7 2. NAME. The name of the organization evidenced by this Agreement shall be "Pulaski Area
8 Geographic Information System", hereinafter referred to as PAgis.
9
10 3. TERM. The term of this Agreement shall be indefinite. However, any of the signatory parties
11 may withdraw from said organization at the close of any fiscal year; provided, however, that
12 notice thereof shall have been given to all other signatory parties, in writing, at least one year
13 in advance of the proposed date of withdrawal.
14
15 4. TERMINATION AND WITHDRAWAL. In the event that PAgis is terminated and dissolved
16 then the Board of Directors will adopt a reasonable plan to discharge all outstanding liabilities
17 to third parties and then the remaining assets of PAgis shall be distributed to the members of
18 PAgis who have been members of PAgis for at least three (3) years, as provided in the By-
19 laws. In no event shall any asset revert to any person who is not a governmental agency or
20 instrumentality. A withdrawing member shall not be entitled to the assets of PAgis. The
21 parties hereto agree that Little Rock, North Little Rock, Jacksonville, CAW, LR Wastewater,
22 NLR Wastewater and the County have been members of PAgis for at least three (3) years as
23 of the effective date of this Agreement; Sherwood is new to the Agreement.
24
25 5. PURPOSE. The purpose of PAgis is to be a leader in providing high quality geographic
26 information services which meet customer and management needs. PAgis is a partnership
27 owned and controlled by the government entities which are its members, open to public and
28 private information sharing, dedicated to effective delivery of geographically based
29 information products and services using a shared database.
30
31 The stated goals of PAgis are as follows: (1) Operate a shared database; (2) Establish defined
32 responsibilities for quality database maintenance; (3) Secure adequate funding for system
33 operation and maintenance; (4) Secure additional governmental partners; (5) Conform to and
34 maintain the database according to established standards; (6) Maintain competent and
35 professional staff; and (7) Provide for the satisfaction of its customers.
36
37 PAgis will serve as a management tool for capital assets of the signatory parties. In addition,
38 PAgis will be able to connect existing data into a complete functioning information system
39 and allow the signatory parties to: (1) track customer complaints and inquiries geographically
40 and take more effective remedial action; (2) create more efficient service routes; (3) provide
41 better information to field personnel; and (4) target mailings to customers.
42
43 PAgis will be responsible for: (1) the core data on which the signatory parties' systems depend
44 in the areas of ground control, planimetrics, addresses, parcels, city limits, and metadata; (2)
45 responding to requests for information from the public; and (3) organizing ongoing training
46 for its own staff and the staffs of the signatory parties' organizations.
47
48 6. ORGANIZATIONAL STRUCTURE. PAgis will be supervised, administered, and directed
49 by a Board of Directors whose members will represent the signatory parties as well as any
50 additional governmental agencies or instrumentalities who may become members of PAgis.

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2 A Geographic Information System Manager will report directly to the Board of Directors, and
3 will be charged with implementing the PAgis work program and goals.
4

5 Title to fixed assets held by each signatory party and used for geographic information system
6 purposes at the time of the establishment of PAgis shall remain unchanged. Additional assets
7 shall be acquired in the name of PAgis.
8

9 Additional governmental agencies or instrumentalities may become members of PAgis with
10 the consent of all the existing members, who shall determine the conditions of their
11 association, including but not limited to financing and representation on the Board of
12 Directors.
13

14 The operation and management of PAgis will be governed by By-laws adopted by the Board
15 of Directors.
16

17 7. FINANCING. The Board of Directors having administration of PAgis shall budget and
18 disburse all funds received by it from the appropriate designated authorities of the signatory
19 parties participating in this Agreement as well as any funds received from future members.
20 Each of the signatory parties will share the costs incurred for the operation and maintenance
21 of PAgis, in accordance with the By-laws or as established by the Directors.
22

23 8. GEOGRAPHIC AREA. The PAgis services area consists of the incorporated and
24 unincorporated area of Pulaski County; this area may be expanded with the inclusion of
25 additional governmental members into the organization.
26

27 9. NONDISCRIMINATION. The signatory parties agree that they will oversee and supervise
28 the governance and operations of PAgis to ensure that benefits and privileges of PAgis are
29 provided and available on a nondiscriminatory basis.
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31 10. SEVERABILITY. The provisions of the Agreement are declared to be severable. If any
32 provision hereof shall be held to be invalid or to be inapplicable to any party or circumstance,
33 such holding shall not affect the validity or applicability of the remainder hereof.
34

35 11. EFFECTIVENESS. This Agreement, as amended, shall become effective on
36 _____2015, provided that, prior to said date, it has been approved and
37 executed by each of the signatory parties; that the Attorney General of the State of Arkansas
38 has either approved it or failed to disapprove it; and that it has been filed with the County
39 Clerk of Pulaski County and the Secretary of State; otherwise, it shall become effective on the
40 date of the last the above specified acts shall have been accomplished.
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42 [Remainder of Page Left Blank Intentionally]

43 [Signature Pages to Follow]
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SIGNATURE PAGES 1 of 2
PULASKI AREA GEOGRAPHICAL INFORMATION SYSTEM
INTERLOCAL AGREEMENT
(Fifth Restatement & Amendment)

ATTEST: **CITY OF LITTLE ROCK,
ARKANSAS**

Susan Langley, City Clerk

By: _____
Mark Stodola, Mayor

Executed this ____ day of _____, 2015

ATTEST: **CITY OF NORTH LITTLE ROCK,
ARKANSAS**

Diane Whitbey, City Clerk

By: _____
Joe Smith, Mayor

Executed this ____ day of _____, 2015

ATTEST: **CITY OF JACKSONVILLE,
ARKANSAS**

Susan Davitt, City Clerk

By: _____
Gary Fletcher, Mayor

Executed this ____ day of _____, 2015

ATTEST: **CITY OF SHERWOOD,
ARKANSAS**

Angela Nicholson, City Clerk

By: _____
Virginia Hillman, Mayor

Executed this ____ day of _____, 2015

ATTEST: **PULASKI COUNTY**

Larry Crane, County Clerk

By: _____
Barry Hyde, County Judge

Executed this ____ day of _____, 2015

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SIGNATURE PAGES 2 of 2
PULASKI AREA GEOGRAPHICAL INFORMATION SYSTEM
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(Fifth Restatement & Amendment)

CENTRAL ARKANSAS WATER

By: _____
Graham Rich, Chief Executive Officer

Executed this _____ day of _____, 2015

LITTLE ROCK WASTEWATER UTILITY

By: _____
Greg Ramon, Chief Executive Officer

Executed this _____ day of _____, 2015

**NORTH LITTLE ROCK
WASTEWATER UTILITY**

By: _____
Marc Wilkins, Chief Executive Officer

Executed this _____ day of _____, 2015