

1 shall not affect the remaining portions of this resolution, which shall remain in full force and effect as if the
2 portion so declared or adjudged to be invalid or unconstitutional were not originally a part of the resolution.

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4 provisions of this resolution are hereby repealed to the extent of such inconsistency.

5 **ADOPTED: March 19, 2024**

6 **ATTEST:**

APPROVED:

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9 _____
Susan Langley, City Clerk

Frank Scott, Jr., Mayor

10 **APPROVED AS TO LEGAL FORM:**

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13 _____
Thomas M. Carpenter, City Attorney

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1 **Exhibit A**

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3 **PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM**
4 **INTERLOCAL AGREEMENT**
5 **(Fifth Restatement & Amendment)**
6

7 This Agreement is made and entered into by and among the City of Little Rock, Arkansas ("Little Rock"),
8 the City of North Little Rock, Arkansas ("North Little Rock"), Pulaski County, Arkansas ("County"), for the
9 benefit of its Public Works department, Central Arkansas Water ("CAW"), Little Rock Water Reclamation
10 Authority ("LR Water Reclamation"), North Little Rock Wastewater Utility ("NLR Wastewater"), the City of
11 Jacksonville, Arkansas ("Jacksonville"), the City of Sherwood, Arkansas ("Sherwood"), and the City of
12 Maumelle, Arkansas ("Maumelle"), and it is an amendment and restatement of prior Interlocal Agreements
13 entered into among the first seven (7) parties.

14 **WHEREAS**, the Pulaski Area Geographic Information System ("PAgis") was initiated in 1990, as a
15 cooperative venture among Little Rock, Little Rock Municipal Water Works (predecessor of CAW),
16 and LR Wastewater (predecessor of LR Water Reclamation); and,

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

19 **WHEREAS**, PAgis was previously governed by a Memorandum of Understanding that was entered into
20 on October 31, 1990, and subsequently amended on December 30, 1992, and on December 4, 1998, January
21 1, 2005, and as of June 16, 2009; and,

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

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

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

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

4 **WHEREAS**, the City of Maumelle, Arkansas, desires to join PAgis.

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

- 8 **1. PARTIES.** This Agreement is hereby entered into by and between Little Rock, North Little
9 Rock, Jacksonville, Sherwood and Maumelle, acting by and through their respective Mayors
10 and Boards of Directors or City Councils, the County, acting by and through its Quorum Court
11 and County Judge; CAW acting by and through its Board of Commissioners, and LR Water
12 Reclamation and NLR Wastewater, acting by and through their respective Boards of
13 Commissioners.
- 14 **2. NAME.** The name of the organization evidenced by this Agreement shall be "Pulaski Area
15 Geographic Information System", hereinafter referred to as PAgis.
- 16 **3. TERM.** The term of this Agreement shall be indefinite. However, any of the signatory parties
17 may withdraw from said organization at the close of any Fiscal Year, provided; however, that
18 notice thereof shall have been given to all other signatory parties, in writing, at least one (1)-year
19 in advance of the proposed date of withdrawal.
- 20 **4. TERMINATION AND WITHDRAWAL.** In the event that PAgis is terminated and dissolved,
21 then the Board of Directors will adopt a reasonable plan to discharge all outstanding liabilities to
22 third parties and then the remaining assets of PAgis shall be distributed to the members of PAgis
23 who have been members of PAgis for at least three (3) years, as provided in the By-laws. In no
24 event shall any asset revert to any person who is not a Governmental Agency or instrumentality.
25 A withdrawing member shall not be entitled to the assets of PAgis. The parties hereto agree that
26 Little Rock, North Little Rock, Jacksonville, Sherwood, CAW, LR Water Reclamation, NLR
27 Wastewater and the County have been members of PAgis for at least three (3) years as of the
28 effective date of this Agreement; Maumelle is new to the Agreement.
- 29 **5. PURPOSE.** The purpose of PAgis is to be a leader in providing high quality geographic
30 information services which meet customer and management needs. PAgis is a partnership owned
31 and controlled by the government entities which are its members, open to public and private
32 information sharing, dedicated to effective delivery of geographically based information products
33 and services using a shared database.

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

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

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

- 15 **6. ORGANIZATIONAL STRUCTURE.** PAgis will be supervised, administered and directed by
16 a Board of Directors whose members will represent the signatory parties as well as any additional
17 governmental agencies or instrumentalities who may become members of PAgis.

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

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

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

26 The operation and management of PAgis will be governed by By-laws adopted by the Board of
27 Directors.

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

- 33 **8. GEOGRAPHIC AREA.** The PAgis services area consists of the incorporated and unincorporated
34 area of Pulaski County; this area may be expanded with the inclusion of additional governmental
35 members into the organization.

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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 on _____, 2024, provided that, prior to said date, it has been approved and executed by each of the signatory parties; that the Attorney General of the State of Arkansas has either approved it or failed to disapprove it; and that it has been filed with the County Clerk of Pulaski County and the Secretary of State; otherwise, it shall become effective on the date of the last the above specified acts shall have been accomplished.

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SIGNATURE PAGES 1 of 3

PULASKI AREA GEOGRAPHICAL INFORMATION SYSTEM

INTERLOCAL AGREEMENT

(Fifth Restatement & Amendment)

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ATTEST: CITY OF LITTLE ROCK, ARKANSAS

Susan Langley, City Clerk By: _____
Frank Scott, Jr., Mayor

Executed this ____ day of _____, 2024

ATTEST: CITY OF NORTH LITTLE ROCK, ARKANSAS

Diane Whitbey, City Clerk By: _____
Terry Hartwick, Mayor

Executed this ____ day of _____, 2024

ATTEST: CITY OF JACKSONVILLE, ARKANSAS

Susan Davitt, City Clerk By: _____
Jeff Elmore, Mayor

Executed this ____ day of _____, 2024

ATTEST: CITY OF SHERWOOD, ARKANSAS

Charlotte Watson, City Clerk By: _____
Mary Jo Heye-Townsell, Mayor

Executed this ____ day of _____, 2024

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SIGNATURE PAGES 2 of 3
PULASKI AREA GEOGRAPHICAL INFORMATION SYSTEM
INTERLOCAL AGREEMENT
(Fifth Restatement & Amendment)

ATTEST: **CITY OF MAUMELLE, ARKANSAS**

Tina Timmons, City Clerk **By:** _____
Caleb Norris, Mayor

Executed this _____ day of _____, 2024

ATTEST: **PULASKI COUNTY**

Terri Hollingsworth, County Clerk **By:** _____
Barry Hyde, County Judge

Executed this _____ day of _____, 2024

CENTRAL ARKANSAS WATER

By: _____
C. Tad Bohannon, Chief Executive Officer

Executed this _____ day of _____, 2024

LITTLE ROCK WATER RECLAMATION AUTHORITY

By: _____
Jean Block, Chief Executive Officer

Executed this _____ day of _____, 2024

