



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-200-2019

File Number: RES-19:215

Enactment Number: R-EN-200-2019

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
CRAIGHEAD COUNTY AND THE CITIES WITHIN CRAIGHEAD COUNTY FOR THE
PURPOSE OF CONTINUING A JOINT 911 EMERGENCY AND DISPATCH CENTER

WHEREAS, the cities within Craighead County ("cities") and Craighead County ("County") desire to continue the combined 911 emergency and dispatch center provided by the City of Jonesboro for all of the entities within Craighead County; and,

WHEREAS, the cities and the County agree to share in the costs of all equipment necessary to provide 911 emergency and dispatch services to the citizens of Craighead County at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data; and,

WHEREAS, the initial term of this agreement shall be from January 1, 2020 to December 31, 2022 and shall automatically renew for successive one year periods after December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro that:

SECTION 1: The City of Jonesboro shall enter into the Interlocal Cooperation Agreement with Craighead County and all the cities within Craighead County for the purpose of continuing a joint 911 emergency and dispatch center; and,

SECTION 2: Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

INTERLOCAL COOPERATION AGREEMENT FOR OPERATION
OF 911 EMERGENCY AND DISPATCH CENTER

Comes now Craighead County, Arkansas, acting by and through its duly authorized and elected County Judge, and the Cities of Jonesboro, Brookland, Bay, Bono, Cash, Egypt, Lake City, Monette, Caraway, Black Oak, Arkansas (the "Parties"), acting by and through their duly authorized and elected Mayors and enter into the following interlocal cooperation agreement for the purpose of continuing a joint 911 emergency and dispatch center (sometimes hereinafter referred to as "the center", to-wit:

1. That the Parties desire to continue the combined 911 emergency and dispatch center for all of the entities within Craighead County, Arkansas.
2. The City of Jonesboro hereby agrees to continue to accept the responsibility for providing services to the residents of Craighead County and all cities within Craighead County as are currently being provided.
3. The Parties agree to share in the costs of all equipment necessary to provide 911 emergency and dispatch services to the citizens of Craighead County at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data.
4. An Advisory Committee is hereby created of all the mayors, police chiefs, and fire chiefs of Craighead County. There shall be a meeting of the Advisory Committee to be held quarterly, with date, time, and location determine by the Craighead County Judge. The Advisory Committee's purpose is to discuss the operations of the Center and provide input for improvements and modifications.
5. The 911 Governing Board is hereby created consisting of the Craighead County Judge, Mayor of Jonesboro, Craighead County Sheriff, Jonesboro Police Chief, Jonesboro Fire Chief, and one mayor of the other Craighead County cities (as selected by a majority of such mayors). Said Board shall meet at a minimum of quarterly (or more frequently if needed) to review the operations of the center, and discuss any changes or issues arising from the quarterly meeting of the Advisory Committee. The Board will review and approve an annual budget of costs. No costs will be incurred that do not inure to the benefit of all participating entities. A.C.A. Section 12-10-323 sets forth the authorized expenditures for all 911 revenues. Any capital expenditures for the Center must be approved by four of the members of the 911 Governing Board before said purchase is authorized.
6. The Parties further agree to share in the total actual cost of operating the 911 emergency and dispatch services at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data. Said actual costs will be verified by a quarterly accounting provided to all Parties.

At the end of each quarter, any shortage shall be paid by all Parties on the pro-rated basis and shall be paid within thirty (30) days of receiving the audit showing the shortage. Should a quarterly audit show the center has more revenue than expenses, said revenue shall be held to the end of the year and dispersed to the Parties according to the pro-rated percentage of their population, less any deficient payments of any of the Parties. All revenues generated from A.C.A. Section 12-10-318 through 12-10-321 shall be used for the expenses in this agreement but not subject to the refunding to the Parties.

7. All monies owed shall be paid to the City of Jonesboro no later than sixty (60) days from the audit reflecting the shortage. In the event that any Party shows a deficiency at the end of the calendar year, said deficiency will be reviewed by the Governing Board and said Party may be subject to removal from the Center services or legal action to collect payment.

8. Craighead County will continue to own and maintain the County fire equipment and paging system. The Center shall not be responsible for maintaining or upgrading said equipment.

9. E911 mapping and addressing shall be the responsibility of each Party to this agreement. Each Party shall make sure their jurisdiction is current in all mapping and addressing with the Center.

10. The Center will only be responsible for maintaining the equipment within its control. Each Party shall be responsible for keeping all mobile and hand-held radios and field equipment in their jurisdiction in working order.

11. Upon dissolution of the Center, all Parties shall be entitled to the appraised value of any equipment, software, or assets purchased after the effective date of this agreement with the joint monies of the Parties. Said monies shall be pro-rated based upon population from the most recent census data, and shall be paid to the Parties less any deficient payments by said Parties. The Craighead County Judge and the Mayor of Jonesboro shall agree on the fair market value of those purchases. Should an agreement not be reached, they shall select an independent appraiser and be bound by his/her determination of the fair market value of those purchases. Should any individual Party desire to terminate their participation in the Center prior to the dissolution as a whole, said Party forfeits their interest in any equipment purchased by the Center.

12. The initial term of this agreement shall be from January 1, 2020 to December 31, 2022. This agreement shall automatically renew for successive one year periods after December 31, 2022. In the event any Party desires to terminate their participation in this agreement, they must provide at least one year's advance notice. Said notice of termination shall be by resolution passed by the governing body of the Party, and delivered to the Mayor of the City of Jonesboro on behalf of the City of Jonesboro and the County Judge on behalf of Craighead County. Any Party that terminates their participation in this agreement will not be provided the services of the Center.

13. Should litigation be required to enforce or interpret any portion of this contract the laws of the State of Arkansas shall govern the terms and any said dispute shall be litigated in Craighead County, Arkansas

14. Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs. The agreement entered on August 17, 1999 shall be superseded by this agreement.

15. Each Party represents to the others that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each Party and that each represents that their respective legal counsel has fully reviewed this agreement in connection with A.C.A. Section 14-14-910.

City of Bay:

Mayor Darrell Kirby

City of Brookland:

Mayor Kenneth Jones

City of Egypt:

Mayor Jerry Cook

City of Monette:

Mayor Bob Blankenship

City of Caraway:

Mayor Bo James

Craighead County Judge:

Marvin Day

City of Bono:

Mayor Danny Shaw

City of Cash:

Mayor Michael Cureton

City of Lake City:

Mayor Jon Milligan

City of Black Oak:

Mayor Eddie Dunigan