



City of Conway, Arkansas
Resolution No. R-11-71

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CONWAY AND FAULKNER COUNTY TO PROVIDE GIS SERVICES TO FAULKNER COUNTY THROUGH THE CONWAY GIS COORDINATOR; AND FOR OTHER PURPOSES:

WHEREAS, Conway created and maintains a planning department which employs within that department a GIS coordinator/service provider ("GIS"); and

WHEREAS, Faulkner County has determined that it wishes to avail itself on a long term basis the benefits and privileges provided by Conway's GIS; and

WHEREAS, Conway has agreed that it is in the best interests of Conway to contract with Faulkner County to extend the operation of GIS under an arrangement to Faulkner County; and

WHEREAS, Conway and Faulkner County are authorized pursuant to A.C.A. § 25-20-102, *et seq.* (LEXIS 2011) and A.C.A. § 14-14-910 (LEXIS 2011) to enter into Interlocal Cooperation Agreements; and

WHEREAS, Conway and the Faulkner County Quorum Court by ordinance have authorized the mayor of Conway and the County Judge of Faulkner County to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Conway and Faulkner County and on the terms and conditions set out herein, it is agreed as follows:

1. **TERM.** The term of this Agreement shall be for an indeterminate period, but for at least a term greater than one (1) year, subject to the continuing right of Conway and Faulkner County to modify, renew or extend the term by mutual agreement. At the end of the initial one (1) year period, the interlocal agreement may be reviewed or modified by agreement of both parties. Either party may terminate this agreement by giving six (6) months written notice to the other. Conway shall have no right of assignment of the franchise upon termination.

2. **ADMINISTRATOR.** The GIS Coordinator employed by Conway shall be responsible for administering the joint or cooperative undertaking including representation of the contracting parties.

3. **POWERS OF THE ADMINISTRATOR.** The Administrator shall be authorized to oversee the operations of Faulkner County's GIS systems to ensure that service is provided to Faulkner County in accordance with the terms of this Agreement, Faulkner County ordinances, Conway ordinances and amendments thereto. The Administrator shall have the authority, within his/her authorizations by Conway, to execute such contracts and agreements as are necessary to implement the terms of this Agreement; provided, however, the Administrator is not authorized to commit or expend Faulkner County funds without first obtaining the approval of the Quorum Court or County Court.

4. **FRANCHISE.** Faulkner County shall grant, by ordinance, to Conway a franchise to provide GIS services (GIS services to be defined for purposes of this Agreement as personnel and equipment for county-wide mapping, maintaining Faulkner County computer programs associated with the mapping, assist in re-aligning voter districts as required by law, and all other related activities) to Faulkner County, as now existing or as modified during the term of this Agreement.

5. **NONDISCRIMINATION.** Conway agrees that so long as Faulkner County is in compliance with the provisions of this Agreement, Conway shall not make changes to relevant Conway City Ordinances, resolutions, or other changes with regard to the germane operations, which would cause the benefits and privileges provided by GIS to Faulkner County to be less than the benefits and privileges provided by GIS to Conway, except to the extent outlined in this Agreement. Conway also agrees that it will oversee and supervise the governance and operations of the Administrator to ensure that benefits and privileges of GIS are provided and available to Faulkner County on a nondiscriminatory basis.

6. **PURPOSE.** The purpose of this Agreement is to establish and provide for Faulkner County, a GIS Administrator to maintain a database for mapping and population densities to allow better planning within the geographical boundaries of Faulkner County. Further, this Agreement affords the

parties to purchase new equipment and necessary software upgrades to ensure continued benefits to emergency responders, dispatchers and other County Officials who avail themselves of GIS products.

7. **LIMITED RIGHT TO PURCHASE EQUIPMENT.** In the event that Conway or Faulkner County elects not to renew this Agreement at the end of the initial term, or any subsequent renewal term thereafter, Conway shall be entitled to retain any and all software, programming, or equipment purchased for purposes of executing this Agreement. Conway shall extend Faulkner County first right of refusal to purchase the software, programming, or equipment purchased for purposes of executing this Agreement should Conway determine it is in its best interests to sell the aforementioned.

8. **SEVERABILITY.** The provisions of this Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holding shall not affect the validity or applicability of the remainder hereof.

9. **APPROVALS.** This Agreement shall not be effective until such time as it has received all approvals as required by Ark. Code Ann. § 25-20-105 and 14-14-910.

15. **OVERSIGHT AND REPORTING.** The GIS Administrator will provide to Faulkner County an annual report in March or April of each year. Such report will contain data on compliance, funds expended within the purposes of this Agreement, as well as a balance sheet showing Conway's financial information. GIS Administrator will, at the request of Faulkner County, appear before the governing body to discuss the reports and answer questions.

16. **SUBSIDY.** Faulkner County will pay a subsidy to Conway in 2012 in the amount of fourteen thousand and 00/100 dollars (\$14,000.00) to defray the cost associated with the purposes of this Agreement.

EXECUTED this 13th day of December, 2011.

Approved:



Mayor Tab Townsell

Attest:



Michael O. Garrett
City Clerk/Treasurer