

ORDINANCE NO. 1999-24

BE IT ENACTED BY THE QUORUM COURT OF CRAIGHEAD COUNTY,
ARKANSAS, AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN CRAIGHEAD COUNTY AND THE CITY OF JONESBORO FOR THE
PURPOSE OF ESTABLISHING A JOINT E-911 AND EMERGENCY DISPATCH
CENTER.

SECTION 1. AFTER MUCH STUDY AND DEBATE, THE CRAIGHEAD COUNTY
QUORUM COURT HAS DETERMINED THAT IT IS IN THE BEST INTEREST
OF CRAIGHEAD COUNTY, FOR CRAIGHEAD COUNTY, AND THE CITY OF
JONESBORO TO COMBINE THE POLICE DISPATCH SERVICES FOR THE
CRAIGHEAD COUNTY SHERIFF'S DEPARTMENT, CRAIGHEAD COUNTY JAIL,
AND THE SMALL TOWNS AND CITIES LOCATED IN CRAIGHEAD COUNTY,
TOGETHER WITH AMBULANCE DISPATCH INTO THE E-911 DISPATCH
CENTER CURRENTLY OPERATED BY THE CITY OF JONESBORO.

SECTION 2. THAT THE CITY OF JONESBORO IS IN AGREEMENT TO
ACCEPT THE RESPONSIBILITY OF PROVIDING THESE ADDED SERVICES
TO RESIDENTS OUTSIDE THE CITY LIMITS OF JONESBORO, AND THAT
OCTOBER 1, 1999 HAS BEEN PROJECTED FOR THE DATE OF ACTIVATION
FOR THE COMBINED EMERGENCY SERVICES TO BECOME EFFECTIVE.

SECTION 3. IN ACCORDANCE WITH A.C.A. SECTION 14-14-910, THE
CRAIGHEAD COUNTY QUORUM COURT HEREBY AUTHORIZES AND APPROVES
THE ATTACHED INTERLOCAL AGREEMENT FOR OPERATION OF THE E-911
EMERGENCY AND DISPATCH CENTER BETWEEN CRAIGHEAD COUNTY AND
THE CITY OF JONESBORO, AND AUTHORIZES THE CRAIGHEAD COUNTY
JUDGE TO BIND CRAIGHEAD COUNTY BY EXECUTING THIS
AGREEMENT. THIS AGREEMENT HAS BEEN APPROVED BY COUNTY

ATTORNEY MIKE WALDEN.

SECTION 4. EMERGENCY CLAUSE. WHEREAS, THE QUORUM COURT BELIEVES THAT EMERGENCY 911 AND DISPATCH SERVICES ARE VITAL TO THE HEALTH, SAFETY, AND WELFARE, TO THE CITIZENS OF CRAIGHEAD COUNTY;

WHEREAS, THE QUORUM COURT HAS STUDIED THIS ISSUE AND HAS DETERMINED THAT IT IS IN THE BEST INTEREST OF CRAIGHEAD COUNTY RESIDENTS TO FORM THIS INTERLOCAL AGREEMENT WITH THE CITY OF JONESBORO FOR PROVIDING EMERGENCY 911 AND DISPATCH SERVICES;

WHEREAS, IF THIS AGREEMENT IS NOT RATIFIED IMMEDIATELY, THE COUNTY'S EQUIPMENT FOR EMERGENCY SERVICES AND DISPATCH WILL NOT BE COMPATIBLE WITH THE CITY OF JONESBORO DUE TO AN UPGRADE MADE BY THE CITY OF JONESBORO; AND

WHEREAS, NECESSARY TRAINING AND PREPARATIONS MUST BE COMPLETED BY OCTOBER 1, 1999. NOW, THEREFORE, BASED UPON THE ABOVE AND FOREGOING, AN EMERGENCY IS HEREBY DECLARED TO EXIST AND THIS ORDINANCE SHALL BE IN EFFECT IMMEDIATELY UPON PASSAGE.

DATED THIS 12th DAY OF JULY, 1999.

APPROVED: _____

DALE G. HAAS
CRAIGHEAD COUNTY JUDGE

ATTEST: _____

NANCY NELMS
CRAIGHEAD COUNTY CLERK

**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 City of Jonesboro, Arkansas acting by and through its duly authorized and elected Mayor and enter into the following interlocal cooperation agreement for the purpose of establishing a joint 911 emergency and dispatch center (sometimes hereinafter referred to as "the center"), to-wit:

1. That Craighead County, Arkansas and the City of Jonesboro, Arkansas desire to combine the police dispatch services for the Craighead County Sheriff's Department, together with Fire and Ambulance dispatch into the 911 dispatch center currently being operated by the City of Jonesboro, Arkansas.

2. The City of Jonesboro hereby agrees to accept the responsibility for providing the additional services to the residents of Craighead County and cities within Craighead County outside the city limits of the City of Jonesboro as is currently being done for the residents of the City of Jonesboro. The City of Jonesboro shall make every effort to assume the duties set forth in this agreement by October 1, 1999.

3. Craighead County hereby agrees to pay all costs associated with adding the additional equipment necessary to bring the residents residing outside the city limits of Jonesboro into the City of Jonesboro system. A breakdown of the estimated costs of adding the additional equipment necessary to bring the residents residing outside the city limits of Jonesboro into the City of Jonesboro system is approximately \$40,150.00, which includes the following: Dictaphone upgrade; console; Digital Map; Mapping Software; Computer; and ACIC. The county will not have to pay any charges associated with the connecting of phone lines outside the city limits of Jonesboro located within Craighead County into the 911 center unless additional lines (other than those referenced in Paragraph 4 herein) are requested to be answered at the center. The County will not have to pay the costs associated with mapping those areas located in Craighead County outside the city limits of Jonesboro unless the City has to contract those services out. The County will furnish

personnel to assist city personnel with mapping the area outside Craighead County. Any equipment, software and mapping paid for by Craighead County pursuant to this provision shall be conveyed to Craighead County in the event of the termination of this agreement for any reason.

4. The City of Jonesboro shall answer all calls for the Craighead County Sheriff's Office and Craighead County Jail and shall dispatch those calls in the manner as directed by the Sheriff of Craighead County including, but not limited to, all calls to the County 911 number and the following telephone numbers: 870-933-4550; 870-933-4525 and 870-933-4555.

5. It is agreed and understood between Craighead County and the City of Jonesboro that Craighead County had previously paid the sum of \$15,000.00 to the City of Jonesboro for limited dispatch services previously provided. Craighead County is to receive credit for 5/12 of said sum towards the costs of acquiring the equipment set forth in paragraph three.

6. Commencing on August 1, 1999, parties hereby agree that Craighead County shall pay 25% of the total actual cost of operating the 911 emergency dispatch center with the City of Jonesboro paying the remaining 75%. Said actual cost shall be verified by the City of Jonesboro to Craighead County as audited by the legislative audit committee for the State of Arkansas. Thereafter, for the years 2000 and 2001, and thereafter, as the case may be, Craighead County shall continue paying 25% of the actual costs of operating the 911 emergency dispatch center with the City of Jonesboro being responsible for 75% of the costs. For those years, said costs shall be verified by the City of Jonesboro as audited by the legislative audit committee for the State of Arkansas.

7. The initial term of this agreement is from August 1, 1999 to December 31, 2001. This agreement shall automatically renew for successive one year periods after December 31, 2001 unless either party gives at least one year's notice of its intent to renegotiate or terminate this agreement. Said notice of renegotiation or termination shall be by resolution passed by the governing body of each entity, and delivered to the Mayor of the City of

Jonesboro on behalf of the City of Jonesboro and the County Judge of Craighead County on behalf of the County of Craighead.

8. It is agreed between the parties hereto that an advisory board is hereby created for operation of the joint 911 and emergency dispatch center consisting of the Chairmen of the Public Service Committee of the Craighead County Quorum Court, County Judge of Craighead County, Mayor of the City of Jonesboro, Arkansas, Director of Public Safety for the City of Jonesboro, Arkansas, and Chairmen of the 911 information systems committee on the Jonesboro city council. Said board is empowered to meet as needed to resolve any conflicts arising from this partnership created by this Interlocal Agreement between the City of Jonesboro, Arkansas and Craighead County, Arkansas. Any such conflicts shall be determined by a majority vote of the members of the advisory board as are set out herein. Provided, however, it is expressly understood and agreed between the parties that the 911 and emergency dispatch center shall remain a governmental entity of the City of Jonesboro, Arkansas and the employees of said center remain employees of the City of Jonesboro, Arkansas. The City of Jonesboro will hold title to all equipment, assets and software purchased during the term of this agreement.

9. For the years following 1999, the City of Jonesboro shall approve the budget each year for the center. Craighead County will pay 25% of the amount budgeted by the City of Jonesboro over the course of the year in 12 equal installments due and payable by the 10th of each month. No later than the end of February of each year, the amount paid by Craighead County will be adjusted to coincide with the amount that should have been paid in accordance with actual expenditures of the center. If Craighead County paid less than 25% of the actual operating costs of the center, it will reimburse the City. If Craighead County paid more than the operating costs, it will reimburse the county. All reimbursements shall be made no later than March 31 of each year.

10. Upon dissolution of this agreement, Craighead County shall be entitled to 25% of the appraised value of any equipment, software or asset purchases made during the term

of this agreement. The parties shall agree on an independent appraiser approved by both the mayor of the city of Jonesboro and the County Judge of Craighead County and be bound by his determination of 25% of the fair market value of those purchases.

11. It is agreed and understood between the parties that this agreement shall be approved by appropriate action by ordinance or resolution of the governing bodies of the City of Jonesboro, Arkansas and Craighead County, Arkansas.

THIS AGREEMENT IS ENTERED INTO ON THIS ____ DAY OF ____, 1999.

CITY OF JONESBORO, ARKANSAS

CRAIGHEAD COUNTY, ARKANSAS

BY: _____
MAYOR HUBERT BRODELL

BY: _____
COUNTY JUDGE DALE HAAS

ATTEST:

ATTEST:
