

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM (PAGis) INTERLOCAL AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. §§ 25-20-101 et seq. provides for interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, in October 2000, the City of North Little Rock became a member of the Pulaski Area Geographic Information System (“PAGis”) (see Evolution of PAGis attached hereto as Exhibit “A”); and

WHEREAS, on May 11, 2009, the City Council approved and authorized the Mayor and City Clerk to execute a revised PAGis interlocal agreement between the City of North Little Rock, City of Little Rock, Pulaski County, Central Arkansas Water, Little Rock Wastewater Utility, North Little Rock Wastewater Utility and the City of Jacksonville; and

WHEREAS, the City of Sherwood has expressed its desire to join PAGis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a restated and amended Pulaski Area Geographic Information System Interlocal Agreement (substantially similar to Exhibit “B” attached hereto) between the City of North Little Rock, City of Little Rock, Pulaski County, Arkansas, Central Arkansas Water, Little Rock Wastewater Utility, North Little Rock Wastewater Utility, City of Jacksonville and City of Sherwood.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:56	A.M.		P.M.
By	<u>City Atty Carter</u>			
DATE	<u>3-17-15</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>J. Marshall</u>			

The Evolution of PAGis

The Pulaski Area Geographic Information System (PAGis) is an independent government agency specializing in the acquisition, maintenance and distribution of GIS related data within Pulaski County for its member agencies. Currently PAGis consists of six member agencies: Central Arkansas Water, the City of Little Rock, the City of North Little Rock, Little Rock Wastewater, North Little Rock Wastewater, and Pulaski County Public Works. The proposed inter-local agreement is the 4th restatement of such and is required to add the City of Jacksonville as a new member agency.

In 1988, PAGis began as a grass-roots effort by members of the City of Little Rock Public Works Department, Little Rock Municipal Water Works and the Little Rock Wastewater Utility who realized a need for a high quality, consistent base map that could be shared and updated across jurisdictional boundaries. Over the next few years, Pulaski County Public Works was brought into the group to coordinate their mapping efforts.

The four original partners, known as the four charter members, acquired the first base map of the area and began adopting standards and processes to update it over time for areas experiencing rapid growth and other changes to the landscape. This group also oversaw the development of a strategic plan that would later be used to guide the development of PAGis throughout time.

In 1997, the four charter members signed an inter-local agreement officially establishing PAGis as a separate government entity and set its mission to create and maintain a shared Geographic Information System (GIS) database.

In 2000, the City of North Little Rock, North Little Rock Wastewater and North Little Rock Water Works became members of PAGis.

Also, in 2000 the PAGis Board of Directors voted to implement a dues-based funding system. This type of funding simplifies the expansion of the membership base and strengthens its independence. It also encourages affiliation by additional government agencies within Pulaski County. PAGis also began implementing other pieces of a strategic plan by staffing the office with GIS technical staff and a programmer. The initial focus of the staff was to quality control the data provided by the contractor and to setup and populate the GIS database.

In 2001 Little Rock Water Works and North Little Rock Water Works merged to form Central Arkansas Water.

In 2002, PAGis was re-organized under the management umbrella of Central Arkansas Water (CAW). PAGis is now housed in the same building as CAW, uses CAW HR staff resources, and has adopted many of CAW's benefits, policies and procedures. The CAW GIS Manager also serves as the PAGis Manger, by supervising the PAGis staff, preparing the annual budget and maintaining daily operations.



Between 2000 and 2002, the PAgis staff completed the data acquisition and quality control for the base map while at the same time compiling the data and infrastructure needed to build out the addressing aspects of the GIS database.

In 2004, the interlocal agreement was restated, amended and entered into by the six current members.

Since 2004, PAgis has achieved many successes including a 95%+ match rate between the building point address layer and the CAW customer address list. PAgis has also partnered with the Pulaski County Assessor's office to complete and maintain a countywide parcel layer that is linked to the Computer Assisted Mass Appraisal (CAMA) data. PAgis operates a fully functional internet mapping application web site that can be used by anyone with internet access. The internet mapping applications will be upgraded and improved in the near future to allow more flexible and intuitive user interfaces.

PAgis has reached and exceed some of the initial goals set out by the original consortium in 1988. PAgis has completed developing a high quality, centralized enterprise class geodatabase with many layers that are shared and updated each month based on member input. PAgis' daily focus is on maintenance of our framework data layers that provide the foundation for each member's own custom GIS data applications as well as meet the needs of local engineering firms planning for development in the region.



**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. **PARTIES.** This Agreement is hereby entered into by and between Little Rock, North Little Rock, Jacksonville and Sherwood, acting by and through their respective Mayors and Boards of Directors or City Councils, the County, acting by and through its Quorum Court and

County Judge; CAW acting by and through its Board of Commissioners, and LR Wastewater and NLR Wastewater, acting by and through their respective Boards of Commissioners.

2. NAME. The name of the organization evidenced by this Agreement shall be "Pulaski Area Geographic Information System", hereinafter referred to as PAgis.
3. TERM. The term of this Agreement shall be indefinite. However, any of the signatory parties may withdraw from said organization at the close of any fiscal year; provided, however, that notice thereof shall have been given to all other signatory parties, in writing, at least one year in advance of the proposed date of withdrawal.
4. TERMINATION AND WITHDRAWAL. In the event that PAgis is terminated and dissolved then the Board of Directors will adopt a reasonable plan to discharge all outstanding liabilities to third parties and then the remaining assets of PAgis shall be distributed to the members of PAgis who have been members of PAgis for at least three (3) years, as provided in the By-laws. In no event shall any asset revert to any person who is not a governmental agency or instrumentality. A withdrawing member shall not be entitled to the assets of PAgis. The parties hereto agree that Little Rock, North Little Rock, Jacksonville, CAW, LR Wastewater, NLR Wastewater and the County have been members of PAgis for at least three (3) years as of the effective date of this Agreement; Sherwood is new to the Agreement.
5. PURPOSE. The purpose of PAgis is to be a leader in providing high quality geographic information services which meet customer and management needs. PAgis is a partnership owned and controlled by the government entities which are its members, open to public and private information sharing, dedicated to effective delivery of geographically based information products and services using a shared database.

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

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

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

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

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

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

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

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

7. FINANCING. The Board of Directors having administration of PAgis shall budget and disburse all funds received by it from the appropriate designated authorities of the signatory parties participating in this Agreement as well as any funds received from future members. Each of the signatory parties will share the costs incurred for the operation and maintenance of PAgis, in accordance with the By-laws or as established by the Directors.
8. GEOGRAPHIC AREA. The PAgis services area consists of the incorporated and unincorporated area of Pulaski County; this area may be expanded with the inclusion of additional governmental members into the organization.
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 _____, 2015, 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.

[Remainder of Page Left Blank Intentionally]

[Signature Pages to Follow]

SIGNATURE PAGES 1 of 2
PULASKI AREA GEOGRAPHIC 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, ARKANSAS

Larry Crane, County Clerk

By:

Barry Hyde, County Judge

Executed this _____ day of _____, 2015

SIGNATURE PAGES 2 of 2
PULASKI AREA GEOGRAPHIC INFORMATION SYSTEM
INTERLOCAL AGREEMENT
(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, Director

Executed this _____ day of _____, 2015