

CITY OF CEDARVILLE, ARKANSAS

RESOLUTION NO.: 2021-11-16-01

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR OPERATION OF THE CRAWFORD COUNTY EMERGENCY COMMUNICATIONS CENTER.

WHEREAS, the State of Arkansas has mandated that each county operate only one 911 center;

WHEREAS, Crawford County has submitted and been approved for a 911 center consolidation plan effective January 1, 2022;

WHEREAS, the City of Cedarville must participate in the operation of a 911 center for the dispatch of its emergency services;

NOW THEREFORE, BE IT RESOLVED that after careful consideration the City Council of the City of Cedarville, Arkansas, approves the *Memorandum of Understanding for Operation of the Crawford County Emergency Communications Center* and authorizes the mayor and recorder-treasurer to execute it or other documents as necessary to continue the City's ability to have emergency calls received and dispatched.

PASSED AND APPROVED this 16th day of November, 2021.



Mayor of Cedarville

ATTEST:



City Recorder-Treasurer

Memorandum of Understanding for Operation

Crawford County Emergency Communications Center

Comes now Crawford County, Arkansas, acting by and through its duly authorized and elected County Judge, and the Cities of Alma, Cedarville, Chester, Dyer, Kibler, Mountainburg, Mulberry, Rudy, Van Buren, Business of Southwest EMS, all of Crawford County, Arkansas (the "Parties"), acting by and through their duly authorized and elected Mayors, and Southwest EMS Owner enter into the following memorandum of understanding (MoU) for the purpose of continuing a joint 911 emergency and dispatch center:

1. That the Parties desire to continue the combined 911 emergency and dispatch center for all of the entities within Crawford County, Arkansas.
2. The government of Crawford County hereby agrees to continue to accept the responsibility for providing services to the residents of all cities within Crawford County as are currently being provided.
3. The Parties agree to share in the costs of all equipment approved by the 911 Intergovernmental Council to provide 911 emergency and dispatch services to the citizens of Crawford 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. Southwest EMS share was calculated by call volume.
4. A Crawford County E-911 Advisory Board has been created of the Crawford County Judge, Van Buren Police Chief, Alma Police Chief, Van Buren Fire Chief, Alma Fire Chief, a representative of the Crawford County Sheriff's Office, the Emergency Management Director, the Rural Fire Coordinator, the Southwest EMS Director, and one citizen. There shall be a meeting of the E-911 Advisory Board to be held quarterly, with date, time, and location determined by the Crawford County Judge. The E-911 Advisory Board's purpose is to discuss the operations of the 911 Emergency and Dispatch Center and provide input for improvements and modifications. The E-911 Advisory 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.
5. Each of the Parties payment amount will be set either to one annual payment or 2 semi annual payments to ease the financial responsibilities that come with the beginning of each year. Each party will have the option of making the full payment by March 1 of each year or the semi annual payment with the first half being due by March 1st and the other half of their cost being due by August 1.
6. The Parties further agree to share in the total actual cost of exceeding revenue 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 an annual accounting provided to all Parties. Beginning in

January 2023, any shortage shall be paid by within thirty (30) days of receiving the audit showing the shortage. Should an annual audit show the center has more revenue than expenses, said revenue shall be retained in the 911 Reserve Funds.

7. All monies owed shall be paid to Crawford County 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 911 Advisory Committee and said Party may be subject to removal from the Center services or legal action to collect payment.
8. E911 Mapping and addressing shall be the responsibility of Western Arkansas Planning and Development District, Inc. through a contract held with Crawford County to keep all mapping and addressing current within the Center.
9. 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 and upgrading said equipment, including county fire equipment and paging systems.
10. 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 Crawford County Judge and the Crawford County Assessor 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/their 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.
11. The initial term of this agreement shall begin January 1, 2022. Deficient payment notifications will not take effect until 2023. In the event any Party desires to terminate their participation in this agreement, they must provide at least one year advance notice. Said notice of termination shall be by resolution passed by the governing body of the Party and delivered to the County Judge on behalf of Crawford County. Any Party that terminates their participation in this agreement will not be provided services of the Center.
12. 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 Crawford County, Arkansas.
13. 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.

14. Each Party represents to the others that the individual signing this Memorandum of Understanding below has been duly authorized to do so by its respective governing body and that this Memorandum of Understanding is binding and enforceable as to each Party and that each represents that their respective legal counsel has fully reviewed this agreement.

City of Alma:

Mayor Jerry Martin

City of Cedarville:

Mayor Mark Isenhower

City of Chester:

Mayor Shannon Smith

City of Dyer:

Mayor Paul Brown

City of Kibler:

Mayor Gary O'Kelley

City of Mountainburg:

Mayor Susan Wilson

City of Mulberry:

Mayor Gary Baxter

City of Rudy:

Mayor James Jones

City of Van Buren:

Mayor Joe Hurst

Crawford County Judge:

Judge Dennis Gilstrap

Southwest EMS of Crawford County:

Supervisor Mike Hines

Account Name	2022 Budget
Treas Excess Comm	\$15,000.00
Carryover	\$800,000.00
911 Surcharge	\$69,000.00
State 911 Distribution	\$900,000.00
O & M Revenue Subtotal	\$1,784,000.00
Less Treasurer Commission	\$12,080.00
Total Anticipated Revenue	\$1,796,080.00
90%	\$1,616,472.00
Less Carryover	(\$800,000.00)
Available to Budget	\$816,472.00

2022 Anticipated Budget	\$1,075,272.78
after anticipated revenue	(\$258,850.78)

City/County Allocation	2020 Census Population	Percentage	Total Allocation
Alma	5825	9.69%	\$22,193.25
Cedarville	1424	2.37%	\$5,425.44
Chester	144	0.24%	\$548.64
Dyer	772	1.28%	\$2,941.32
Kibler	1005	1.67%	\$3,829.05
Mountainburg	528	0.88%	\$2,011.68
Mulberry	1543	2.57%	\$5,878.83
Rudy	130	0.22%	\$495.30
Van Buren	23218	38.61%	\$88,460.58
EMS (call volume)	Average 8000 calls per year		\$30,480.00
Crawford County	25544	42%	\$97,322.64
Total	60133	100.00%	\$259,586.73
Allocation Rate: \$3.81 per capita			