

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AUTHORIZING THE COUNTY JUDGE TO EXECUTE INTERLOCAL COOPERATIVE AGREEMENTS REGARDING DISPATCHING SERVICES".

FILED
2025 NOV 21 11 09 50
SHERRY LOGAN
CLEBURNE COUNTY CLERK

WHEREAS, the County of Cleburne desires to enter into an agreement with the City of Heber Springs, the City of Greers Ferry, and the City of Quitman regarding dispatching services according to the terms and conditions contained in the Interlocal Cooperative Agreement attached hereto and made a part hereof as if set forth word for word.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AS FOLLOWS:

Section 1. The County Judge is hereby authorized to execute, on behalf of the County of Cleburne, State of Arkansas, the Interlocal Cooperative Agreement, attached as Exhibit "A" to this Ordinance, with the City of Heber Springs, City of Greers Ferry, and City of Quitman, State of Arkansas. All monetary amounts shall be calculated during budget time in accordance with the formula contained in the Interlocal Cooperative Agreement attached as Appendix "A".

Section 2. That all ordinances or parts of ordinances therefore enacted which are enacted which are in conflict herewith, are hereby repealed.

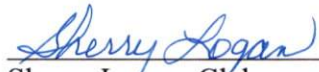
Section 3. That the County Judge is hereby authorized to sign any ancillary documents as necessary.

Section 4. That the County Clerk is directed to attest to the County Judge's signature.

PASSED AND ADOPTED this 20th day of November 2025.

ATTEST:

APPROVED:


Sherry Logan, Cleburne County Clerk


Eric Crosby, Cleburne County Judge

Recorded: Book F Page(s) 149

INTERLOCAL COOPERATIVE AGREEMENT

Between

COUNTY OF CLEBURNE

AND

CITY OF HEBER SPRINGS, CITY OF GREERS FERRY

And CITY of QUITMAN

Regarding

DISPATCHING SERVICES

Adopted

_____, 20____

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (hereinafter referred to as the "**Agreement**") is made as of the 1st day of January 2026 by and between Cleburne County, Arkansas (hereinafter referred to as "**County**"), and Heber Springs, Arkansas, Greers Ferry, and Quitman, Arkansas (hereinafter referred to as "**Cities**"), collectively referred to as the "**Parties**".

WHEREAS, Counties and Cities are allowed to enter into joint venture interlocal cooperative agreements to perform any administrative service, activity, or undertaking which either party is authorized by law to perform; and

WHEREAS, both the County and Cities recognize their respective obligation to provide for dispatching services; and

WHEREAS, the County and the Cities individually have limited financial resources with which to provide for such services; and

WHEREAS, both the County and the Cities are desirous of entering into an Interlocal Cooperative Agreement where the intent of the Agreement is to establish a perpetual agreement whereby the Cities will provide revenues to the County, which would in turn use such revenues coupled with the County's own revenues, to provide for dispatching services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. Authorized by Ordinance. The County and Cities shall authorize and approve this Agreement by each enacting an ordinance. The County shall authorize and approve this Agreement by a vote of the Quorum Court and the Cities by a vote of each City Council.

2. Duration of Term. This Agreement shall be for a two (2) year period beginning on January 1, 2026, and ending on December 31, 2027. This Agreement shall renew on January 1, 2028, and automatically renew for consecutive one (1) year terms unless terminated pursuant to the provisions provided for herein.

3. Separate Legal Entity. No separate legal entity is being created by the County or the Cities to administer or enforce this Agreement.

4. Purpose. The purpose of the Agreement is for the County and the Cities to work together to effectively and efficiently carry out the function of the County to provide twenty-four (24) hour a day dispatching services for the City of Heber Springs and City of Greers Ferry.

5. Annual Costs to be Shared. The Parties agree and acknowledge that the County has the ultimate responsibility of providing E-911 services and dispatching services. The Parties furthermore agree and acknowledge that this Agreement shall require the Cities to share in the financial responsibility of providing dispatching services by remitting equal monthly payments to the Cleburne County Treasurer due by the end of each month.

6. Budget. The County and the Cities shall Share the financial responsibility of providing the services described herein. The dispatching expenses shall be shared as follows: County of Cleburne shall pay 56% of the overall dispatch budget, City of Heber Springs shall pay 41% of the overall dispatch budget, and City of Greers Ferry shall pay 1.00% of the overall dispatch budget, and City of Quitman shall pay 2.00% of the overall dispatch budget. A breakdown of how this formula is set up is attached as Appendix "A" to this Interlocal Agreement.

7. Amendment. The Agreement may be amended at any time upon agreement of both Parties according to the terms set forth in this Section. The Party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their Governing Body, submit the proposed amendment to the other Party, whereupon said Party's Governing Body shall vote upon said proposed amendment. Should the amendment be accepted by a majority vote by both Parties' Governing Bodies, it shall thereafter become a part of this Agreement. Should either Party fail to approve of the proposed amendment, it shall have no force or effect.

8. Termination. Either Party may, by majority vote of its respective Governing Body, elect to terminate this Agreement. This can be done with or without cause. If the Parties shall desire to terminate this Agreement, the Party desiring to withdraw shall give the other Party six (6) months written notification of their intent to withdraw. This Agreement would then terminate at the end of the six (6) month notice period. If any of the Parties fail to meet the monthly obligation based on the formula the agreement shall be considered terminated immediately by the party defaulting.

9. Property Disposition Upon Termination. The Cities shall keep a list of their assets, if any, provided to the County to effectuate this Agreement properly and visibly identified with tags or markings with regard to ownership. In the event of the termination of this Agreement, the City shall receive its property so identified and marked.

10. Submission to Legal Counsel. This Agreement shall, prior to and as a condition precedent to its final adoption and performance, be submitted to both the County's Legal Counsel and the City's Legal Counsel who shall determine whether this Agreement is in proper form and is compatible with all applicable laws. Any problems will be resolved before this Agreement is presented to both parties respective Governing Bodies for approval.

IN WITNESS HERETO, Cleburne County, Arkansas and the City of Heber Springs, City of Greers Ferry, and City of Quitman Arkansas have executed this document by their duly elected officers who are authorized to represent their respective Parties hereto in assuring that the rights and obligations set forth in the Agreement are carried out.

FOR COUNTY OF CLEBURNE, ARKANSAS

Eric Crosby, Cleburne County Judge

Date

Attest: Sherry Logan, Cleburne County Clerk

Date

FOR CITY OF HEBER SPRINGS, ARKANSAS

Kasey Griffin, Mayor

Date

Attest: Vicki McPherson, City Clerk

Date

FOR CITY OF GREERS FERRY, ARKANSAS

Darryl Birdsong, Mayor

Date

Attest: _____, City Clerk

Date

FOR CITY OF QUITMAN, ARKANSAS

Todd Henry, Mayor

Date

Attest: _____, City Clerk

Date

			911 Formula 2026 Budget
Population		notes	
County total	25,100		This section is a breakdown of County Population including the % each city encompasses of the county.
Heber Springs	6,992	27.86%	
Greers Ferry	940	3.75%	
Quitman	733	2.92%	
Concord	174	0.69%	
Cleburne County	16,261	64.78%	
911 Revenue allocation			
	\$ 373,500.00		This section uses the population % to allocate 911 revenue Cleburne county receives from the state.
Heber Springs	\$ 104,044.30	27.86%	
Greers Ferry	\$ 13,987.65	3.75%	
Quitman	\$ 10,907.39	2.92%	
Concord	\$ 2,589.20	0.69%	
Cleburne County	\$ 241,971.45	64.78%	
911 / Dispatch Operating Budget Allocation			
	\$ 768,496.00		This section allocates the annual budget to each area based on the 911 / dispatch usage data.
Heber Springs	\$ 338,138.24		
Greers Ferry	\$ 30,739.84		
Quitman	\$ 38,424.80		
Concord	\$ 15,369.92		
Cleburne County	\$ 345,823.20		
911 / Dispatch System Usage %			
			This is a breakdown % each area consumes of 911 / dispatch.
Heber Springs	44.00%		
Greers Ferry	4.00%		
Quitman	5.00%		
Concord	2.00%		
Cleburne County	45.00%		
System Usage after 3% margin of error reduction			
			Each city was reduce 3 % of the system usage % the county absorbed that and we are calling it a margin of error.
Heber Springs	41.00%		
Greers Ferry	1.00%		
Quitman	2.00%		
Concord	0.00%		
Cleburne County	56.00%		
Net shortfall after 911 revenue			
	\$ 394,996.00		This section is the shortfall of each area after they received their allocation of the 911 state revenue. This amount could be determined each year at budget time based on the countys 911 budget and the anticipated revenue 911 / dispatch .
Heber Springs	\$ 161,948.36		
Greers Ferry	\$ 3,949.96		
Quitman	\$ 7,899.92		
Concord	\$ -		
Cleburne County	\$ 221,197.76		

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			Each city was reduce 3% of the total system usage the county absorbed that year, and we are calling it a margin of error.
Heber Springs	41.00%		
Greers Ferry	1.00%		
Quitman	2.00%		
Concord	0.00%		
Cleburne County	56.00%		
Net shortfall after 911 revenue			notes
	\$394,996.00	monthly payment	This section is the shortfall of each area after they received their allocation of the 911 state revenue. This amount will be determined each year at budget time based on the county's 911 budget and the anticipated revenue of 911/dispatch. The amount in red is what each area will be responsible for reimbursing the county for each month of the calendar year.
Heber Springs	\$161,948.36	\$13,495.70	
Greers Ferry	\$3,949.96	\$329.16	
Quitman	\$7,899.92	\$658.33	
Concord	\$ -	\$ -	
Cleburne County	\$221,197.76	\$18,433.15	