

MEMORANDUM OF UNDERSTANDING
Interlocal Agreement
Effective Date – February 15, 2023

This Memorandum of Understanding, and Interlocal Agreement (hereinafter “Agreement” or MOU) is by and between City of Fairfield Bay, hereinafter referred to as “City,” and Van Buren County, and the Van Buren County Office of Emergency Management, hereinafter referred to as “County.” City and County are collectively referred to herein as the “Parties,” and individually as “Party.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

1. This Agreement is made on the last dated signature, below, with an effective date of February 15, 2023.
2. This Agreement is meant to assist County in fulfilling its obligations to City pursuant to the November 2023 Interlocal Agreement wherein County designated the Chief of the Fairfield Bay Fire Department as County’s Deputy for Emergency Response.
3. City authorizes County to use City’s “OEM Trailer” – a trailer donated to City for the use of Emergency Response operations – for any and all lawful emergency response operations, including planning, preparedness, testing, and other operations. City will continue to own the OEM Trailer, and to insure it. County agrees that any limits imposed as part of the City’s insurance requirements will obtain as if set forth herein word for word (including any limitations on transportation and use, which may be limited to City, volunteers for the City, or those persons authorized by the Fairfield Bay Fire Department Chief, in his capacities as Chief and as County Deputy of OEM).
4. City authorizes County to use City-purchased “meals ready to eat” (MREs) as part of any emergency response operation, in accordance with all applicable statutes and regulations in the State of Arkansas. County agrees to first use any such MREs in the City of Fairfield Bay, and will only use such MREs for other areas of the County in the absence of other resources for that purpose (“last use”).
5. City further authorizes distribution of MREs purchased by City prior to the date of this Agreement, in any lawful manner, when the MREs are within thirty (30) days of the expiration of authorized time for use of the MREs, in order to avoid disposing of

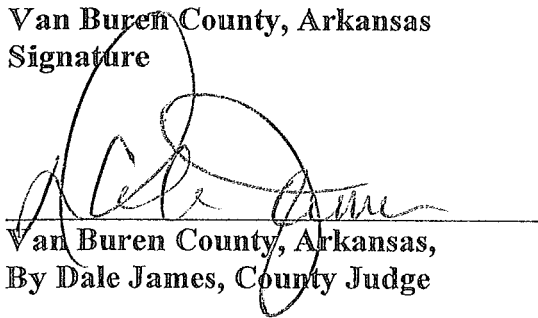
MREs (i.e., to avoid waste) after expiration of the useful life of MREs. County agrees to have its Deputy OEM manager in the City of Fairfield Bay oversee any such distribution, with the preference that such distribution be made to persons within the municipal limits of the City before any other distribution, whether or not those persons live in Van Buren County.

6. Parties agree that all parties intend to follow all applicable laws of the State of Arkansas, including all Municipal Accounting laws.
7. This Memorandum of Understanding is effective for 2023, and ends on December 31, 2023.
8. This Memorandum is not transferrable to any other entity.
9. Parties agree to make any and all records of expenditures available to the Legislative Auditor, or such other entity as may audit the books and records of City, from time to time, up to three (3) calendar years after December 31, 2023.
10. Entire Agreement: All prior negotiations of Parties relating to the subject of matter hereof have merged in, and are superseded by, this Memorandum of Understanding, which contains the entire agreement of Parties. No Party may vary the terms of this Memorandum of Understanding without the written agreement of the other Party.
11. Drafting: Parties agree that this Memorandum of Understanding has been mutually drafted by Parties, and that each separate Party has had ample opportunity to obtain legal review of this document prior to execution.
12. Venue and Jurisdiction: Venue for any enforcement action shall be in Van Buren County, Arkansas, exclusive of any other jurisdiction. Circuit Court in Van Buren County, Arkansas shall have subject matter and personal jurisdiction over Parties, exclusive of any other jurisdiction. Attorney's fees, costs, and expenses, shall not be awarded to either Party as part of the damages in the event of any enforcement action being filed.
13. Parties understand and agree that this Memorandum, and any orders, invoices, payments, and correspondence concerning this Memorandum are subject to Arkansas Freedom of Information Act requirements.
14. Parties agree that this Memorandum of Understanding shall be submitted to the respective governing body of each entity, for review and approval.

15. The persons signing below shall be the administrators of this Memorandum of Understanding.


IN WITNESS WHEREOF, the parties hereto set their hands and seal this 6th day of February, 2023.

Van Buren County, Arkansas
Signature



Van Buren County, Arkansas,
By Dale James, County Judge

City of Fairfield Bay, Arkansas
Signature



City of Fairfield Bay
Jackie Sikes, Mayor