

ORDINANCE NO. 194

AN ORDINANCE ADOPTING AN INTERLOCAL
COOPERATIVE AGREEMENT ON LAW ENFORCEMENT,
BETWEEN WASHINGTON COUNTY, ARKANSAS AND THE
CITY OF TONTITOWN, ARKANSAS, DECLARING AN
EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the City of Tontitown, Arkansas and Washington County, Arkansas have entered into an Interlocal Cooperative Agreement which sets out the rights and obligations of each of them regarding the deposition of fines in the Springdale District Court or Prairie Grove District Court, and for other matters pertaining to law enforcement; and,

WHEREAS, the City of Tontitown and Washington County are granted the authority to enter into such Agreement pursuant to Ark. Code Ann. §14-14-910.


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TONTITOWN, ARKANSAS, AS FOLLOWS:

Section 1. That said Interlocal Cooperative Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" as if set out fully word for word, is hereby adopted.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this Ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of the City of Tontitown, Arkansas, shall be effective immediately upon its passage, approval, and publication.


This Ordinance repeals any ordinances or parts of ordinance in conflict herewith.

PASSED AND APPROVED THIS 7th day of December, 2004.


Daniel R. Watson, Mayor

ATTEST:


Frances Franco, Recorder/Treasurer


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Washington County, AR
Bette Stamps Circuit Clerk
File **2005-00010409**

OR 194

ORDINANCE NO. 2004-75

FILED
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KAREN COMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK

BE IT ORDAINED BY THE QUORUM COURT
OF THE COUNTY OF WASHINGTON,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:

AN AMENDED ORDINANCE ADOPTING AN INTERLOCAL
COOPERATIVE AGREEMENT ON LAW ENFORCEMENT,
BETWEEN WASHINGTON COUNTY, ARKANSAS AND THE
CITY OF TONTITOWN, ARKANSAS; AND DECLARING AN
EMERGENCY.

WHEREAS, the City of Tontitown is a city of the 2nd class and desires
to provide law enforcement services; and,

WHEREAS, the City of Tontitown desires to contract with Washington
County to provide law enforcement services over and above services it is currently able to
provide; and,

WHEREAS, the City of Tontitown and Washington County are granted
the authority to enter into such Agreement pursuant to Ark. Code Ann. §14-14-910; and,

WHEREAS, the Quorum Court pursuant to Ordinance No. 2004-61
approved said interlocal agreement; and,

WHEREAS, certain changes have been made to said agreement
which necessitates this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM
COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS:

ARTICLE 1. That said Interlocal Cooperative Agreement which is
attached as Exhibit "A" hereto and incorporated by reference as if set out fully word for
word, is hereby adopted.

This ordinance repeals any ordinances or parts of ordinances in
conflict herewith.

ARTICLE 2. It is hereby found and determined that an emergency
exists, affecting the life, health, safety, and property of the citizens of Washington County,
in that this agreement is immediately necessary for law enforcement services to be
provided to the City of Tontitown and this ordinance shall be in full force and effect
immediately upon passage.



JERRY HUNTON, County Judge

12-13-04
DATE



KAREN COMBS PRITCHARD, County Clerk

Sponsor: Ken Kieklak
Date of Passage: December 9, 2004
Votes For: 12 Votes Against: 0
Abstentions: 0 Absent: 1

INTERLOCAL AGREEMENT

THIS AGREEMENT, is made pursuant to Ark. Code Ann. §14-14-910, by and between the County of Washington, Arkansas, (hereinafter referred to as the "County"), and the City of Tontitown, Arkansas (hereinafter referred to as the "City").

WITNESSETH:

(I) **WHEREAS**, the City is a city of the 2nd class and desires to provide law enforcement services; and,

(II) **WHEREAS**, the City desires to contract with Washington County to provide law enforcement services over and above services it is currently able to provide; and,

(III) **WHEREAS**, Deputy Sheriffs assigned to City shall be empowered to make arrests and issue citations for violations of City Ordinances and State misdemeanors; and,

(IV) **WHEREAS**, said citations and arrests will be within the jurisdiction of the Springdale District Court or Prairie Grove District Court effective January 2005; and,

(V) **WHEREAS**, by virtue of this Agreement, City will substantially alleviate the burden of the Washington County Sheriff's Office of responding to calls in the City and testifying in court regarding any arrests or citations.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the above premises, and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

- (A) It is the intent of the parties to create a long standing and permanent relationship with regard to the matter discussed herein. The City and the County shall coordinate their efforts to provide for greater law enforcement protection, at a reduced revenue for their citizens through the Interlocal Agreement. Either party may, by majority vote of its respective governing body, elect to modify, or terminate this Agreement. In order for this Agreement to be modified, the governing bodies of both the City and the County must so indicate by a majority vote of their respective governing bodies. If the parties shall desire to terminate this Agreement, the party or parties so desiring to withdraw shall give the other party six (6) months written notification of their intent to withdraw, which notice shall be given by certified mail, return restricted to the addressee, and mailed to the Mayor of the City of Tontitown or the County Judge of Washington County, as the case may be. Notice shall be considered given on the date of the postmark. If either party wishes to terminate this Agreement, the Agreement will terminate at the end of the six (6) months notice period. For a period within which this Agreement shall exist, the governing bodies may amend said Agreement as provided hereinafter in Paragraph N.
- (B) The parties shall keep a list of all property purchased in furtherance of this Agreement, with each such item of property being visibly labeled, tagged, marked, or otherwise properly identified as to the owner of such property. For purposes of this

Agreement, ownership of property is determined by the party directly purchasing same, reimbursing the other party for the cost of such purchase, or paying the cost for the leasing or renting of any property. In the event of the termination of this Agreement, the parties shall each receive their properties, so identified as set forth in this subsection; provided, however, that the titling of vehicles used by the parties shall be further governed by the provisions of subsection (E) below.

- (C) The composition of the Tontitown Branch as to the number of personnel and their positions will be approved on an annual basis by the Tontitown City Council upon the advice and recommendation of the County Sheriff. The Sheriff shall make such recommendations to the City Council on or before the first scheduled City Council meeting in October. Pursuant to subsection (B), the County shall maintain supervision over all personnel hired under this Agreement regardless of the fact that final approval of the number of such personnel rests with the Tontitown City Council.
- (D) The City shall provide sufficient revenues to the County, on a monthly basis, whereby the salaries, health insurance, pension funds, workers compensation, and other reasonably necessary personnel costs are funded for the personnel which shall compose the Tontitown Branch. Any such salaries and other benefits described herein shall be paid directly from the County to the personnel of the Tontitown Branch, no such payment coming directly from the City. Salaries paid will be in accordance with the overall pay scale of the Sheriff's Department in such a way that there will be no salary advantage or disadvantage for personnel of the Tontitown Branch. Experienced Tontitown Branch personnel will not be transferred to the County without being replaced with persons of like experience. In the event that this Agreement is dissolved and as a result of such a Washington County deputy is hired as a police officer by the City as set forth in Section B, then City shall reimburse County in accordance with Ark. Code Ann. §12-9-209 pertaining to training expenses at the Law Enforcement Academy, if any.
- (E) The County shall provide vehicles for the use of deputies assigned to the Tontitown Branch and the City will reimburse County for such, which reimbursement shall consist of purchase price, insurance, maintenance, and costs of operation. The County shall, on a monthly basis, provide the City with itemized bills and/or invoices for all such services necessary for the operation of said vehicles. The Sheriff will advise City of the cost of such for its approval. The use of said vehicles should be primarily for the Tontitown Branch. The County shall maintain all insurance costs, which will be reimbursed by City. The Tontitown Branch vehicles will be marked as county sheriff patrol cars with additional designation reflecting their assignment to the Tontitown Branch and will be used in and near the City of Tontitown unless an emergency or unusual circumstance will require their use away from the City. In accordance with County policy, no vehicle will be used for personal use but said deputies will drive said vehicles to and from their homes. Title to the vehicles shall be held in the name of the County and the City, so as to better facilitate transfer of title to the City in the event of the termination of this Agreement.
- (F) The County shall be responsible for all fuel and maintenance as required for all said vehicles and the City will reimburse the County for such.
- (G) The City shall provide a substation office for the Tontitown Branch. The County shall provide dispatching services as required for the Tontitown Branch.

- (H) The personnel which constitute the Tontitown Branch shall be under the direction, supervision, authority and control of the Sheriff of Washington County, Arkansas. The City shall, upon acceptance of this Agreement, provide the funds and ordinances necessary to accomplish this Agreement. In a like manner, the County, upon acceptance of this Agreement, shall take all steps necessary for providing the funds and ordinances necessary for enactment and enforcement this Agreement. Each party agrees to act in the utmost good faith and to take all steps necessary for the enforcement of the provisions and agreements contained herein.
- (I) The arrests and citations in the City shall be lodged in the Springdale District Court or Prairie Grove District Court as determined by State Law. All fines generated, as a result of such, shall belong to City. All fines from citations and arrests made outside the City shall belong to the County. For purposes of this Agreement, a citation and/or arrest shall be considered a City offense if the acts giving rise to such offense occurred within the city limits of Tontitown, regardless of where the eventual stop, issuing of citation, or arrest is made. A citation and/or arrest shall be considered a County offense if the acts giving rise to such offense occurred outside the city limits of Tontitown, regardless of where the eventual stop, issuing of citation, or arrest is made.
- (J) The Sheriff is authorized to use any employees as the Sheriff deems necessary which are a part of the Tontitown Branch for the purpose of investigating alleged offenses of the Arkansas Criminal Code which may occur in either the County or the City. The Sheriff is authorized to use the Tontitown substation in any manner he deems appropriate for providing law enforcement protection for the citizens of the county and the city, recognizing, however, that the primary use of said substation shall be for the protection of the residents of the City.
- (K) There shall be a Board created by the City and the County for the purpose of effectuating this Agreement and coordinating the efforts necessary for carrying out this Agreement. This Board shall consist of the Sheriff of the County, the Mayor of the City, the County Judge, and one (1) member of the City Council of the City of Tontitown approved by the City Council and one (1) member of the Quorum Court of Washington County, appointed by the County Judge and approved by the Quorum Court. Furthermore, the Mayor may appoint a citizen of Tontitown to serve on said Board.
- (L) The Interlocal Board shall meet as needed. Meetings may be called as the need arises by the Mayor, the Sheriff, the County Judge or any member of the Interlocal Board. Minutes shall be kept and copies shall be provided to the City Council and the Quorum Court.
- (M) The Interlocal Board shall in no way be construed to be a Civil Service Commission or Grievance Committee and shall only serve for the effectuation and coordination of this Agreement.
- (N) It is agreed and understood that both parties have tort immunity, which remains preserved and both are participants in Risk Management Programs to protect them from certain types of Federal and State civil rights causes of action. Each party shall


maintain sufficient coverage to protect each in the event both or one of them is sued. Nothing in this subsection shall, however, be interpreted to mean that during the time this Agreement is in force, all deputies shall not remain under the supervision of the County, including all County policies, rules, and regulations, consistent with subsection (B) herein. Nothing herein shall be construed to require either the City or the County or their respective Risk Management Programs to indemnify the other.

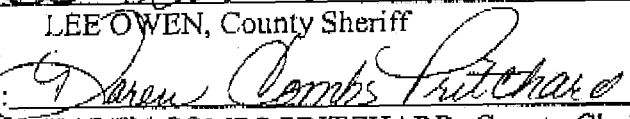
- (O) This Agreement may be amended from time to time by the governing bodies of City and County. The party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other party, whereupon said party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by both parties, it will thereafter become a part and parcel of this Agreement. Should either party fail to approve a proposed amendment, it will have no force or effect.
- (P) The various provisions and parts of this Agreement are hereby declared to be severable and if any section of part of a section, provision or part of a provision herein, is held to be invalid such holding shall not invalidate or effect the remainder of this Agreement.
- (Q) This Agreement supersedes all previous agreements and amendments thereto that relate to the Interlocal Agreement of Law Enforcement.

IN WITNESS HERETO, Washington County, Arkansas, and the City of Tontitown, Arkansas, have executed this document by their duly elected officers who are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this _____ day of _____ December _____, 2004.

WASHINGTON COUNTY, ARKANSAS

BY: 
JERRY HUNTON, County Judge

BY: 
LEE OWEN, County Sheriff

ATTEST: 
KAREN COMBS PRITCHARD, County Clerk

CITY OF TONTITOWN, ARKANSAS

BY: 
DANIEL R. WATSON, Mayor

ATTEST: 
FRANCES FRANCO, City Recorder/Treasurer