

ORDINANCE NO. 2006-02-248

AN ORDINANCE ADOPTING AN INTERLOCAL COOPERATIVE AGREEMENT ON FIRE PROTECTION, BETWEEN TONTITOWN AREA FIRE DEPARTMENT AND THE CITY OF TONTITOWN, ARKANSAS DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the City of Tontitown, Washington County, Arkansas, and Tontitown Area Fire Department have entered into an Inter-local Cooperative agreement which sets out the rights and obligations of each party regarding fire protection of the citizens of Tontitown, Arkansas for other matters pertaining to fire protection enforcement; and,

WHEREAS, the city of Tontitown and Tontitown Area Fire Department are granted the authority to enter into such Agreement pursuant to Ark.Code Ann. 14-14-910.

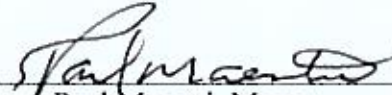
NOW, THEREFORE, BE IT ORDAINED) BY THE CITY COUNCIL OF TONTITOWN, ARKANSAS, AS FOLLOWS:

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

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

PASSED AND APPROVED THIS 7th day of February, 2006.


Paul Maestri, Mayor

ATTEST:

Tracy Goddard, RECORDER/TREASURER

Sponsored by Steve Smith, Alderman

INTER-LOCAL FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT, is made pursuant to Ark. Code Ann, 14-14-910, by and between the Tontitown Area Fire Department, Arkansas, (hereinafter referred to as the "TAFD"), 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 fire protection for all citizens and property owners within the city limits and,

(II) WHEREAS, TAFD has the authority, resources, and capability to provide such fire protection services, and in fact has provided such services on a subscription basis to the territory that includes the City's corporate limits; and,

NOW, THEREFORE, BE IT AGREED THAT, The City shall make Monthly payments in the amount of ten thousand dollars (\$10,000) to TAFD, the first payment due on or before February 15th, 2006, in return for universal subscription agreement for all citizens and property owners within the corporate limits of Tontitown, Arkansas, as of January 1, 2006, and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

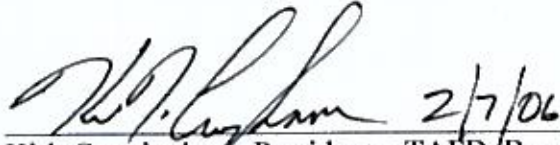
- (A) It is the intent of the parties hereto to create a long standing and permanent relationship with regard to the matter discussed herein; the City and TAFD shall coordinate their efforts to provide for greater fire protection, at a reduced revenue for their citizens through the Inter-Local Agreement. 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 TAFD 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 President of the TAFD Board of Directors, 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 L.
- (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

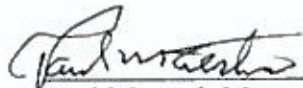
purchase, or paying the cost for the leasing or renting of any property. In the event of the termination of this Agreement, the parties shall each receive their properties, so identified as set forth in this subsection; provided, however, that the titling of vehicles used by the parties shall be further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

- (C) The composition of personnel and their positions will be approved on an annual basis by the Tontitown City Council upon the advice and recommendation of the TAFD Board of Directors. The TAFD Chief shall make such recommendations to the City Council on or before the first scheduled City Council meeting in October of each year. Pursuant to subsection (G), TAFD shall maintain supervision over all personnel hired under this agreement regardless of the fact that final approval of the number of such personal rests with the Tontitown City Council.
- (D) The City shall provide sufficient revenues to TAFD on a monthly basis, whereby necessary personnel costs are funded for the personnel which shall compose the TAFD. Any such salaries and other benefits described herein shall be paid directly from TAFD to the personnel of TAFD, no such payment coming directly from the City.
- (E) TAFD shall provide all vehicles and equipment for use in fire protection services.
- (F) TAFD shall be responsible for all fuel and maintenance as required for all said vehicles.
- (G) The personnel which constitute TAFD shall be under the direction, supervision, authority, and control of the TAFD Chief and the TAFD Board of Directors. The City shall, upon acceptance of this Agreement, provide the funds and ordinances necessary to accomplish this Agreement. In a like manner, the TAFD, upon acceptance of this Agreement, shall take all steps necessary for providing enactment and enforcement of 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.
- (H) There shall be a Board created by the City and TAFD for the purpose of effectuating this Agreement and coordinating the efforts necessary for carrying out this Agreement. This Board shall consist of the TAFD board president and two (2) members of the TAFD board and three (3) aldermen of the City as appointed and approved by the City Council with one (1) alderman from each of the three (3) city wards.
- (I) The Inter-local Board shall meet at least quarterly or as needed. Meetings may be called as the need arises by any member of the Inter-local Board. Minutes shall be kept and copies shall be provided to be post on the Tontitown City website.

- (J) The Inter-local Board shall in no way be construed to be a Civil Service Commission or Grievance Committee and shall serve for the effectuation and coordination of this Agreement.
- (K) 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 TAFD personnel shall remain under the supervision of the TAFD Chief and the Board of Directors of TAFD, including all TAFD policies, rules, and regulations, consistent with subsection (G) herein. Nothing herein shall be construed to require either the City or TAFD or their respective Risk Management Programs to indemnify the other.
- (L) This Agreement may be amended from time to time by the governing bodies of City and TAFD. The party desiring to amend this Agreement shall draft their proposed amendment and, after passage by their governing body, shall 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.
- (M) The various provisions and parts of this Agreement are hereby declared to be severable and if any section or part of a section, provision, or part of a provision herein, is held to be invalid such holding shall not invalidate or affect the remainder of this Agreement.
- (N) This Agreement supersedes all previous agreement and amendments thereto that relate to the Inter-local Agreement of Fire Protection Services.

IN WITNESS HERETO, Tontitown Area Fire Department, 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 7th day of, February, 2006.


Kirk Cunningham, President - TAFD, Board of Directors


Paul Maestri, Mayor - Tontitown, Arkansas

DATE: 2/7/2006

ROLL CALL:

Shall the Ordinance pass:

	YEA	NAY	
Alderman Andrew Penzo	<u>✓</u>	<u> </u>	<i>(Ward 2, Position 2)</i>
Alderman Arthur Penzo	<u>✓</u>	<u> </u>	<i>(Ward 2, Position 1)</i>
Alderman Henry Piazza	<u>✓</u>	<u> </u>	<i>(Ward 1, Position 2)</i>
Alderman Bradley Marveggio	<u>✓</u>	<u> </u>	<i>(Ward 1, Position 1)</i>
Alderman Ken Robertson	<u>—</u>	<u> </u>	<i>(Ward 3, Position 2)</i>
Alderman Steve Smith	<u>✓</u>	<u> </u>	<i>(Ward 3, Position 1)</i>
Mayor Paul Maestri	<u> </u>	<u> </u>	

Yeas: 5 Nays: 0 (total)

ROLL CALL:

Shall the Emergency Clause pass:

	YEA	NAY	
Alderman Andrew Penzo	<u>✓</u>	<u> </u>	<i>(Ward 2, Position 2)</i>
Alderman Arthur Penzo	<u>✓</u>	<u> </u>	<i>(Ward 2, Position 1)</i>
Alderman Henry Piazza	<u>✓</u>	<u> </u>	<i>(Ward 1, Position 2)</i>
Alderman Bradley Marveggio	<u>✓</u>	<u> </u>	<i>(Ward 1, Position 1)</i>
Alderman Ken Robertson	<u>-</u>	<u> </u>	<i>(Ward 3, Position 2)</i>
Alderman Steve Smith	<u>✓</u>	<u> </u>	<i>(Ward 3, Position 1)</i>

Yeas: 5 Nays: 0 (total)