

Resolution No. 2013-11-448 R

A RESOLUTION ESTABLISHING AN INTERLOCAL MUTUAL AID AGREEMENT WITH THE
CITY OF ELM SPRINGS POLICE DEPARTMENT

WHEREAS, the City Council for the City of Tontitown, Arkansas, desires to obtain the benefits of entering in the attached Interlocal Mutual Aid Agreement with Elm Springs.

WHEREAS, the Chief of Police is seeking to establish this working relationship to provide better coverage for Tontitown and Elm Springs and to do so economically.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF TONTITOWN, ARKANSAS THAT:

Section 1: The attached Interlocal Mutual Aid Agreement for the sharing of police officers and the creation of an oversight board to administer this undertaking and be responsible for its actions is hereby approved.

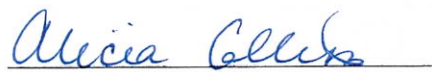
Section 2: That the City Council specifically approves the appointment of Mayor to the Review Committee pursuant to paragraph 14 of the agreement.

Section 3: That the Mayor and Recorder/Treasurer are authorized to take such steps as are necessary to execute duplicate originals of the Interlocal Mutual Aid Agreements as attached hereto on behalf of the City obtaining the citizens of Tontitown the benefits thereof.

PASSED this 5 day of November, 2013.


Approved: Jack Beckford, Mayor

ATTEST:


Alicia Collins, City Clerk

INTERLOCAL MUTUAL AID AGREEMENT

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WHEREAS, the city of Elm Springs is a city of the second class and a municipal corporation formed pursuant to the laws of the State of Arkansas;

WHEREAS, the city of Tontitown is a city of the second class and a municipal corporation formed pursuant to the laws of the State of Arkansas;

WHEREAS, both Elm Springs and Tontitown operate a municipal police department employing certified full-time officers who patrol the city and enforce the law;

WHEREAS, the respective police departments have served as backup officers for each other and have been called upon to assist each other in numerous situations;

WHEREAS, the proximity of the two cities lends itself to cooperation and interdependence by their respective police departments;

WHEREAS, the City Council and Police Chief of Elm Springs and the City Council and the Police Chief of Tontitown desire to formalize and enhance their heretofore informal agreement and undertaking with respect to mutual aid and cooperation.

NOW THEREFORE, IT IS HEREBY AGREED BY THE CITY OF ELM SPRINGS, ARKANSAS, AND BY THE CITY OF TONTITOWN, ARKANSAS, that for and in exchange for the mutual covenants and promises hereinafter set forth, the parties commit to the following:

1. Each full/part-time certified police officer employed at the Elm Springs Police Department shall/may be sworn in as a non-salaried and unpaid police officer for Tontitown for such a period of time as they hold their position at Elm Springs. Subject to the provisions of paragraph 7 hereof, each police officer shall be under the supervision and command of the Chief of Police where he/she holds a salaried position. Any actions taken in the non-salaried jurisdiction shall be in assistance to the department of that city.
2. Each full/part-time certified police officer employed at the Tontitown Police Department shall/may be sworn in as a non-salaried and unpaid police officer for Elm Springs for such a period of time as they hold their position at Tontitown. Subject to the provisions of paragraph 7 hereof, each police officer shall be under the supervision and command of the Chief of Police where he/she holds a salaried position. Any actions taken in the non-salaried jurisdiction shall be in assistance to the department of that city.
3. That the Police Chief of Elm Springs (or his/her designee) and the Police Chief of Tontitown (or his/her designee) shall hereafter coordinate certain shift responsibilities

of their officers (primarily, although not exclusively the night shifts) so the officers of either City who is assigned patrol duty can patrol both Cities (as specified), receive call and take dispatch responsibilities for both cities.

4. That the Police Chief of Elm Springs (or his/her designee) and the Police Chief of Tontitown (or his/her designee) shall arrange the on-call status of their officers so they may respond as needed/requested to the patrol officer on duty without regard as to which department employs that officer.
5. That during these periods of joint responsibility for the patrol officers and on-call officers call and dispatches shall be responded to be based upon the priorities of the Standard Operating procedures of the officers' employer department without regard to whether the call or dispatch relates to his/her employment jurisdiction or the alternate jurisdiction.
6. The Police Chiefs of Elm Springs and Tontitown will attempt to standardize the call priority criteria in their respective Standard Operating Procedures. This agreement is intended to benefit the citizens of both cities by increasing the effectiveness of their personnel and equipment assets, however, nothing herein is intended now shall it be interpreted as relieving the responsibility and duty of the Elm Springs Police Chief or the Tontitown Police Chief to enforce the law and provide services to the citizens and visitors in their respective cities.
7. In the event that the on call officer is called out to back up, assist, or otherwise support the on duty patrol officer, the on duty patrol officer shall exercise authority in the situation unless and until the Chief of Police for the city where the incident is taking place arrives or otherwise asserts his/her authority to command. Each police officer acting under the authority of this agreement shall follow the Standard Operating Procedures of the jurisdiction where he/she is employed irrespective of which jurisdiction he/she is performing duties. It is expressly understood that the policy maker for Tontitown is the Tontitown City Council and the policy maker for Elm Springs is the Elm Springs City Council.
8. The City of Elm Springs shall provide all necessary training and equipment for officers employed at the Elm Springs Police Department, and pay all salary, expenses, benefits, workers compensation and other financial requirements for their employed officers. The Chief of the Elm Springs shall fully comply with all state, federal (including FLSA) and Elm Springs requirements relating to holidays, vacation, pay, sick days, etc. with regard to all Elm Springs Police Officers.
9. The City of Tontitown shall provide all necessary training and equipment for officers employed at the Tontitown Police Department, and pay all salary, expenses, benefits, workers compensation and other financial requirements for their employed officers. The Chief of the Tontitown Police Department shall fully comply with all state, federal

(including FLSA) and Tontitown requirements relating to holidays, vacation, pay, sick days, etc. with regard to all Tontitown Police Officers.

10. It is stipulated and agreed that all prisoners will be housed at the Washington County Detention Center and the rules and regulations of the WCDC will be followed. Additionally, either City may acquire and maintain BAC testing or similar facilities, use of the BAC testing facilities and equipment at the Washington County Sheriff's Office is acceptable. If acting under the authority of this agreement, a suspect taken to WCSO for processing or incarceration from Tontitown, Tontitown shall be responsible for all fees/charges due to WCSO in relation to such detainee. If acting under the authority of this agreement, a suspect taken to WCSO for processing or incarceration from Elm Springs, Elm Springs shall be responsible for all fees/charges due to WCSO in relation to such detainee.

11. The City of Elm Springs and the City of Tontitown agree to maintain their current participation in the Arkansas Municipal League Municipal Legal Defense Program and maintain their membership in the same.

12. This agreement shall be for a period of ten (10) years beginning the 21 day of October, 2013, and ending the 20 day of October, 2023. However, either the City of Tontitown or the City of Elm Springs may withdraw from this agreement by giving of 30 days written notice to the other city, said notice to be delivered/mailed as follows:

Mayor
City of Tontitown
P.O. Box 305
Tontitown AR 72770

Mayor
City of Elm Springs
P.O. Box 74
Elm Springs AR 72728

13. The Tontitown Chief of Police and one or more members of the Tontitown City Council (as appointed by the mayor) and the Elm Springs Chief of Police and one or more members of the Elm Springs City Council (as appointed by the mayor) shall meet together at least bi-annually to review and evaluate the effectiveness of this mutual aid agreement in accomplishing the goals hereinabove set forth and forecasting continued benefits of maintaining the Mutual Aid Agreement. The Chief of Police for Tontitown shall schedule at least one meeting during January through June each year, and the Chief of Police for Elm Springs shall schedule at least one meeting during the July through December period each year.

14. Therein hereby created a joint board responsibility for administering this undertaking with oversight for and authority over this undertaking. The Joint board shall be composed of the following:

Appointee of Mayor of Tontitown;
Appointee of Mayor of Elm Springs;
Tontitown Chief of Police;
Elm Springs Chief of Police;
Washington County Sheriff (or designee).

The joint board shall meet at least semiannually and as otherwise necessary. Each member of the joint board holds their position on the joint board due to their representative capacity with the City or County.

15. All real or personal property acquired or held or used in the execution of this Mutual Aid Agreement shall be held in the name of the City of Tontitown, Arkansas, or in the name of the City of Elm Springs, Arkansas, to be determined at the time the real or personal property is acquired by the joint board hereinabove created. The decision of the City Council of the City holding title to any real or personal property acquired shall be determinative of that issue.

THIS AGREEMENT has been reviewed by and approved by the City Council of Elm Springs, Arkansas, and the City Council of Tontitown, Arkansas, and the undersigned representatives are duly authorized and empowered to execute same on behalf of their respective cities.

City of Tontitown, Arkansas

City of Elm Springs, Arkansas

By: _____

Mayor

By: _____

Mayor

Attest: _____

Recorder-Treasurer

Attest: _____

Clerk