

RESOLUTION NO. 2014-08-476R

**A RESOLUTION AUTHORIZING THE MAYOR, CHIEF OF POLICE, AND RECORDER TO EXECUTE, ON BEHALF OF THE CITY, A MUTUAL AID AGREEMENT WITH THE CITY OF CAVE SPRINGS, ARKANSAS.**

**WHEREAS**, the City of Tontitown and the City of Cave Springs believe that it is in their best interests to enter into an agreement providing for mutual aid in certain circumstances as set forth in the attached Mutual Aid Agreement; and

**WHEREAS**, in order to better preserve and protect the health, safety and welfare of the public, and to allow for speedier service of warrants and other papers, it is in the best interest of the City of Tontitown to enter into a Mutual Aid Agreement for police services with the City of Cave Springs.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Tontitown, Arkansas:

Section 1: That the Mutual Aid Agreement submitted to the Council and attached hereto be and the same is hereby approved as presented.

Section 2: That the Mayor, the Chief of Police, and the Recorder be and they hereby are authorized and directed to execute said Mutual Aid Agreement on behalf of the City of Tontitown and are further authorized to execute any and all documents necessary to effectuate its purpose.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
JACK BECKFORD, Mayor

ATTEST:

  
\_\_\_\_\_  
ALICIA COLLINS, Recorder

RESOLUTION NO. 2014- 03

CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS

A RESOLUTION APPROVING A  
MUTUAL AID AGREEMENT BETWEEN  
THE CITY OF CAVE SPRINGS, ARKANSAS, AND THE CITY  
OF TONTITOWN, ARKANSAS.

**WHEREAS**, the City of Cave Springs, Arkansas, and the City of Tontitown believe that it is in their best interests to enter an agreement providing for mutual aid in certain circumstances as set forth in the attached Mutual Aid Agreement; and

**WHEREAS**, pursuant to authority authorized in the Interlocal Cooperation Act, the parties have prepared an informal agreement setting forth their respective duties, obligations and responsibilities with respect to mutual aid services within their respective jurisdictional boundaries.

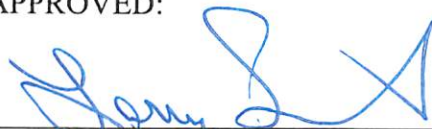
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAVE SPRINGS AS FOLLOWS:**

**Section 1.** That the Mutual Aid Agreement between the City of Cave Springs, Arkansas, and the City of Tontitown, Arkansas is hereby ratified and approved as attached.

**Section 2.** The Mayor, Police Chief and City Recorder are hereby authorized and directed to execute the informal Interlocal Cooperation Agreement on behalf of the City of Cave Springs, Arkansas, and to take any and all necessary action as may be required to fully completely implement the provisions of said Agreement.

**PASSED and APPROVED** this 9<sup>th</sup> day of June, 2014.

APPROVED:

  
\_\_\_\_\_  
Larry Smith, Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Masters, City Recorder

(SEAL)



## MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is made and entered into this 9th day of October, 2014, by and between the City of Cave Springs, Arkansas, and the City of Tontitown, Arkansas, who will each hereinafter be referred to as "Member City" or who may be collectively referred to as "Member Cities".

WHEREAS, the Member Cities are so located in relation to each other that it is to the advantage of each Member City to extend aid to the other in respect to police services and it is recognized that in certain situations the use of police officers to perform police duties outside of the territorial limits of the Member City where such officers are regularly employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public, and

WHEREAS, it is the objective of this Agreement to allow for speedier service of warrants and other papers and to strengthen the law enforcement effort in Cave Springs and Tontitown areas by the establishment of mutual police services.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter expressed, the parties agree as follows:

1. **AUTHORIZATION:** Each Member City does hereby authorize and direct its police chief, or other officer commanding in his absence, to render and request mutual police aid to and from the other Member City to the extent of available personnel and equipment not required for adequate protection of the Member City rendering aid. The judgment of the police chief, or officer commanding in his absence, of each Member City rendering aid, as to the amount of personnel and equipment available, shall be final.

2. **POWER AND AUTHORITY:** Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the Member City which regularly employs such officers, shall be under the direction and authority of the commanding police officer of the Member City to which they are called to perform police or peace duties, and shall be peace officers thereof, pursuant to the provisions of Title 16 Practice, Procedure, and Courts, Subtitle 6 Criminal Procedure Generally, Chapter 81 Arrest, of the Arkansas Code, including but not limited to A.C.A. §16-81-106, which is hereby incorporated herein as if set out word for word. They shall have all powers and authority of police, deputies and peace officers as provided by law, including the power of arrest. However, at all times, officers shall adhere to the policies and procedures of their department and shall only be required to respond to lawful orders. Each Member City also grants to the other Member City, and their respective police chief, the power to arrest and to serve warrants and other papers on subjects within the corporate limits of the other Member City, provided however, that this authority is conditioned upon the prior approval or notification, on a case by case basis, of the Chief of Police of the other Member City or his duly appointed delegate.

3. **COMPENSATION:** Mutual aid police service shall be rendered without charge to a Member City, provided, however, that if as a result of having furnished aid, should the assisting

Member City be required to seek assistance from another nonmember city which imposes a charge for same, then in that event, the Member City originally requesting such aid shall seek an appropriation to reimburse the Member City in the amount equal to the charge imposed upon the assisting Member City by the nonmember city assisting it.

4. LIABILITY: All wage and disability payments, pension and workmen's compensation claims, damage to equipment and clothing, medical expense shall be paid by the Member City regularly employing such police officer.

5. WAIVER: Every Member City herein waives as to each and every other Member City hereto, any and all claims against the other Member City for compensation for any loss, damage, personal injury or death, that shall arise in consequence of the performance under this Agreement. No Member City hereto shall, under any circumstances, be held liable for any loss or damage by reason of its failure to effectively combat or handle any police problem in the territory of the other Member City.

6. EFFECTIVE DATE OF AGREEMENT: This Agreement shall go into effect on the date first above written, and shall continue for a period of one (1) year from the date of execution. Each Member City shall furnish a certified copy of the resolution approving mutual aid police service to the other Member City upon the execution of this Agreement.

7. AUTOMATIC RENEWAL: It is mutually understood that this Agreement shall be automatically renewed from year to year unless thirty (30) days written notice of termination is given. This notice of termination may be given to the other Member City at any time but it must be accompanied by a certified copy of a proper resolution passed by the governing body of the withdrawing Member City. The notification shall also be sent by certified mail, return receipt requested to the other Member City, in care of the Mayor or Chief of Police.

8. BINDING EFFECT: This Agreement shall be binding upon the parties, their successors and assigns.

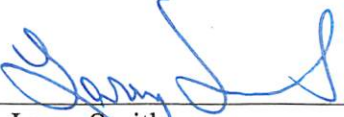
9. AMENDMENTS: All amendments to this Agreement shall be in writing and signed by authorized representatives of each Member City.


10. AUTHORITY: This Agreement is entered into under the authority and pursuant to the Constitution and Laws of the State of Arkansas, including Arkansas Code of 1987 annotated, Title 25, Chapter 20, Subchapter 1, the Interlocal Cooperation Act (the "Act"). The Agreement is entered into in accordance with A.C.A §25-20-108 which authorizes cities to contract to cooperate or join with each other to perform any service, activity or undertaking that each is authorized by law to perform alone. It is understood that this Agreement is entered into pursuant to appropriate authority granted by the governing body of each Member City.

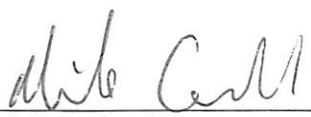
IN WITNESS WHEREOF, this Agreement has been duly executed by the proper officers of the City of Cave Springs and the City of Tontitown.


City of Cave Springs, Arkansas

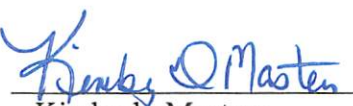
City of Tontitown, Arkansas

By:   
Larry Smith  
Mayor

By:   
Jack Beckford  
Mayor

Approved:  
  
Mike Caudill  
Chief of Police

Approved:  
  
Kris Arthur  
Chief of Police

Attest:  
  
Kimberly Masters  
City Recorder

Attest:  
  
Alicia Collins  
City Clerk