

RESOLUTION NO. 2014-09-478R

A RESOLUTION AUTHORIZING THE MAYOR, FIRE CHIEF, AND RECORDER TO EXECUTE, ON BEHALF OF THE CITY, A MUTUAL AID AGREEMENT WITH THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City of Tontitown and the City of Springdale 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 the fastest service response to their residents, it is in the best interest of the City of Tontitown to enter into a Mutual Aid Agreement for fire protection and emergency services with the City of Springdale.

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 Fire Chief, 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 2 day of September, 2014.



JACK BECKFORD, Mayor

ATTEST:



ALICIA COLLINS, Recorder

**AGREEMENT FOR MUTUAL AID
BETWEEN
SPRINGDALE FIRE DEPARTMENT
AND
TONTITOWN FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into this 15 of July 2014, by and between SPRINGDALE FIRE DEPARTMENT, a municipal corporation, hereafter referred to as SPRINGDALE, and the TONTITOWN FIRE DEPARTMENT, a municipal corporation, hereafter referred to as TONTITOWN

WITNESSETH

WHEREAS, SPRINGDALE and TONTITOWN both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, SPRINGDALE and TONTITOWN in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, each entity is required to have a minimum of four (4) safety equipped firefighters on the scene of an incident prior to making an interior attack or entering into an environment that is an immediately dangerous to health and life (IDHL); and

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency;

NOW, THEREFORE, pursuant to the authority granted by the State of Arkansas under Interlocal Cooperation Act, A.C.A. § 25-20-101 et seq. (Repl. 2002 and Supp. 2007) the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have those meanings as set forth herein:
 - a.) Automatic mutual aid as used in this Agreement shall mean the automatic response of the closest identified available resource via emergency dispatch center request to an adjacent fire jurisdiction regardless of jurisdictional boundaries.
 - b.) The term incident(s) as used in this Agreement are limited to an incident specifically identified and set forth in Exhibit A, attached hereto, and incorporated herein by this reference.
2. **RESPONSE REQUIREMENTS:** If requested by either party, the one requested shall respond one (1) engine company (minimum type two engine) with a minimum of three (3) personnel that have been trained to a minimum of FFI, FFII, Haz-Mat awareness and Operations, and EMT into the area. When responding, each agency shall insure that:
 - a.) All personal protective clothing and equipment shall be used by all participating firefighters on the scene of a fire or emergency incident.

- b.) The command and tactical frequency assigned by Command shall be utilized on an incident; and.
- c.) The unit first arriving at the scene shall assume command of the incident until relieved by an equal or superior officer of the agency having jurisdiction.
- d.) The agency first arriving may cancel any further response to the incident if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified.


4. TRAINING: SPRINGDALE and TONTITOWN shall minimally train together quarterly on Standard Operating Procedures which apply to each organization. Standard Operating Procedures and the Incident Command System shall be utilized on all incidents.

5. HOLD HARMLESS: Both SPRINGDALE and TONTITOWN agree to indemnify and hold each other free and harmless from any and all claims, liability, loss, damage or expenses from liability for acts or omissions of the other, its officers, employees, and agents in connection with the performance of this agreement.

6. DURATION; TERMINATION: This agreement shall remain in force and effect indefinitely unless terminated by either of the parties provided the other party is given thirty (30) days notice in writing of such termination. This Agreement may be subject to further negotiations in the event either party adds or deletes a fire station or resources. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.



Mayor of Springdale



Springdale Fire Chief

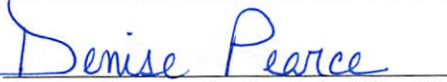


Mayor of Tontitown




Tontitown Fire Chief

ATTEST: APPROVED AS TO FORM:



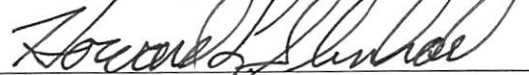
Denise Pearce, Springdale City Clerk



Tontitown City Clerk



Ernest Cate, Springdale City Attorney



Tontitown City Attorney