

RESOLUTION NO. 2014-09-479 R

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE A CONTRACT FOR DISPATCHING SERVICES WITH WASHINGTON REGIONAL AMBULANCE AUTHORITY.**

**WHEREAS**, the City of Tontitown is in need of dispatching services for the Fire Department; and

**WHEREAS**, Washington Regional Ambulance Authority, also known as Central EMS, is capable of providing said services.

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

Section 1: That the Contract for Dispatching Services submitted to the Council and attached hereto be and the same is hereby approved as presented.

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

**PASSED AND APPROVED** this 2 day of September, 2014.

  
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JACK BECKFORD, Mayor

ATTEST:

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

**CONTRACT FOR DISPATCHING SERVICES**

**WHEREAS**, the City of Tontitown (City) has recently formed a new Fire Department (Department); and,

**WHEREAS**, the City's Department is in need of dispatching services; and,

**WHEREAS**, the Washington Regional Ambulance Authority, also known as Central EMS (Authority), is capable of providing said service as it is the sole dispatcher for rural fire services and first responder services for the Washington County Rural Fire Department Communication System known as Firecomm; and

**WHEREAS**, the parties have the authority to enter into this Agreement pursuant to A.C.A. §25-20-108.

**NOW, THEREFORE, IT IS AGREED:**

1. This Agreement shall begin on 07 / 14 / 2014 KSC  
~~6-25-14~~ 2014 and shall be automatically renewed on January 1, 2015 for a period of twelve (12) months, subject to a change in cost.
2. Either party may withdraw from said Agreement upon 90 days written notice by Resolution of its governing body<sup>1</sup>; which shall be delivered to the Chief Executive of the party not withdrawing by first class mail to:

Mayor, City of Tontitown  
235 East Henri De Tonti Blvd.  
Tontitown, AR 72770

Chairman of Executive Committee  
Washington County Regional Ambulance Authority  
645 S. School Avenue  
Fayetteville, AR 72701

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<sup>1</sup> The governing body of the Authority refers to its Executive Committee.

3. City shall purchase and have installed at its sole expense all equipment and services to effectuate the purposes of this contract and determined by Authority.
4. All equipment and services purchased pursuant to this contract shall become the sole property of Firecomm or Authority, and remain so even if this Agreement is terminated in any form or fashion.
5. Authority shall dispatch Department as the responder in the event of a communication it receives (via 9-1-1 or otherwise) concerning a fire in the city limits of Tontitown.  
Authority will also dispatch Department as the first responder when needed as a result of an emergency medical incident in the city limits of Tontitown.
6. City shall pay Authority the sum of \$4,100 per year to be pro-rated based on the number of days services are delivered in 2014 such to be calculated on a 360 day accrual method.<sup>2</sup>
7. Payment for such shall be remitted by City no less than quarterly; failure to remit said sums by the 15<sup>th</sup> day of the 1<sup>st</sup> month of each quarter. will subject this Agreement to immediate termination. The provided service will begin within 30 days of written notice to the Authority from Department of equipment installation completion. The first payment is due on the 1st month of the following quarter.
8. Nothing herein shall be construed to mean that the relationship between the parties is one other than Independent Contractor.
9. Neither party shall be liable or otherwise responsible for actions or inactions of the other party or its employees.

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<sup>2</sup> The 2014 cost is \$20.50 per call dispatched based on an estimate of 200 calls multiplied by the total labor cost divided by the total number of calls dispatched in 2013, which includes the estimated 200 calls. In 2015 and future years the cost shall be based on actual figures from the preceding years.

06-25-2014  
Date

[Signature]  
Mayor, City of Tontitown

06/25/2014  
Date

[Signature]  
Chairman, Executive Committee  
Washington County Regional Ambulance Authority