

RESOLUTION NO. 2014-10-480R

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE ATTACHED AGREEMENT FOR
AUTOMATIC MUTUAL AID BETWEEN THE CITY OF TONTITOWN FIRE DEPARTMENT AND THE
CAVE SPRINGS VOLUNTEER FIRE DEPARTMENT**

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

WHEREAS, Tontitown and Cave Springs in order to provide maximum protection by providing the fastest service response to their coverage areas, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, Each has the ability to provide mutual aid when not committed to another emergency.

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

The Mayor of the City of Tontitown, Arkansas, on behalf the City of Tontitown, Arkansas, is authorized to execute the attached Agreement for Automatic Mutual Aid between the City of Tontitown Fire Department and the Cave Springs Volunteer Fire Department. A copy of the fully executed agreement shall be maintained in the offices of the City Clerk.

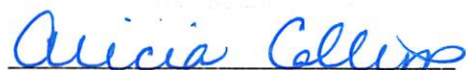
PASSED AND APPROVED this 7 day of October, 2014

Approved:



NORMAN BECKFORD, Mayor

ATTEST:



Alicia Collins, Recorder/Treasurer

AGREEMENT FOR AUTOMATIC MUTUAL AID

BETWEEN

TONTITOWN FIRE DEPARTMENT

AND

CAVE SPRINGS VOLUNTEER FIRE DEPARTMENT

THIS AGREEMENT is made and entered into this 7 of October, 2014, by and between **Tontitown Fire Department**, a municipal corporation, hereafter referred to as Tontitown, and the **Cave Springs Volunteer Fire Department**, a Rural Volunteer Fire Department, hereafter referred to as Cave Springs.

WITNESSETH

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

WHEREAS, TONTITOWN and CAVE SPRINGS in order to provide the maximum protection by providing the fastest service response to its service areas, 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 safety equipped firefighters on the scene of an incident prior to amking 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 the 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. **AUTOMATIC MUTUAL AID AREA:** TONTITOWN and CAVE SPRINGS agree to the following:
 - a. Tontitown will respond to all confirmed structure fires in the city limits of ELM SPRINGS, as serviced by Cave Springs.
 - b. Cave Springs will respond to all confirmed structure fires in the City of Tontitown.

- c. TONTITOWN AND CAVE SPRINGS agree to provide automatic mutual aid to each other within that geographical area, hereafter referred to as area, identified in Exhibit A, attached hereto, and incorporated herein by this reference.
3. **RESPONSE REQUIREMENTS:** Upon receipt of an emergency call, Tontitown and Cave Springs, if available, shall respond one (1) engine company with a minimum set forth above that have been trained to a minimum of introduction to firefighting, personal protective equipment, and wildland firefighting. When responding each agency shall ensure that:
- a. All personal protective clothing and equipment shall be used by all participating firefighters on the scene of a fire incident.
 - b. The command and tactical frequency assigned by Command shall be utilized on the incident; and
 - c. The unit first arriving on 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 of that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified.
4. **TRAINING:** Tontitown and Cave Springs shall minimally train together quarterly on the 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 Tontitown and Cave Springs 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 omission 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 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 Tontitown



Mayor of Cave Springs



Tontitown Fire Chief



Cave Springs Fire Chief

ATTEST: APPROVED AS TO FORM:

Alicia Collins

Tontitown Recorder/Treasure

Kristina Martin

Cave Springs Recorder/Treasurer

Howard Stroh

Tontitown City Attorney

Ryan E

Cave Springs City Attorney