

RESOLUTION NO. 2015-~~02~~ 512R

A RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF SPRINGDALE, ARKANSAS, AND WASHINGTON COUNTY, ARKANSAS, REGARDING THE OPERATIONAL EXPENSES OF THE SPRINGDALE DISTRICT COURT.

WHEREAS, the city of Tontitown, Arkansas, has a police department but does not have a district court; and

WHEREAS, the city of Tontitown, Arkansas, wishes to have the cases generated by its police department prosecuted through the Springdale District Court; and

WHEREAS, Ark. Code Ann. §16-17-1203 provides that a written agreement is to be entered into between the city of Tontitown and the governing bodies of the city of Springdale, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the city of Tontitown, Arkansas; and

WHEREAS, the contribution made by the city of Tontitown, Arkansas, to the Springdale District Court shall be a prorated amount based on the number of cases filed in the Springdale District Court; and

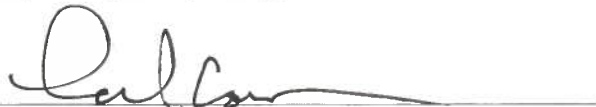
WHEREAS, the city of Tontitown, Arkansas, and the city of Springdale, Arkansas, wish to comply with the provisions of Ark. Code Ann. §16-17-1203.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Tontitown, Arkansas:

Section 1: That the City Council of the city of Tontitown approve the attached agreement with the city of Springdale, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the city of Tontitown, Arkansas, pursuant to Ark. Code Ann. §16-17-1203.

Section 2: That the Mayor and Recorder are hereby authorized and directed to execute the attached agreement concerning contribution to the operational expenses of the Springdale District Court, and are further authorized to execute any and all documents necessary to effectuate this purpose. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein as if set out word for word.

PASSED AND APPROVED this 10th day of February, 2015.



PAUL COLVIN, JR., Mayor

ATTEST:



ALICIA COLLINS, City Recorder/Treasurer

AGREEMENT

This agreement is made and entered into between the City of Tontitown, Arkansas ("Tontitown"), the City of Springdale, Arkansas, and Washington County, Arkansas.

WITNESSETH:

WHEREAS, the City of Tontitown, Arkansas, has a police department but does not have a district court;

WHEREAS, the City of Tontitown, Arkansas, wishes to have the cases generated by its police department prosecuted through the Springdale District Court;

WHEREAS, Ark. Code Ann. §16-17-1203 provides that a written agreement is to be entered into between the City of Tontitown and the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the City of Tontitown, Arkansas;

WHEREAS, the contribution made by the City of Tontitown, Arkansas, to the Springdale District Court shall be a prorated amount based on the collection of fines derived from Tontitown cases filed in the Springdale District Court; and

WHEREAS, the City of Tontitown, Arkansas, and the City of Springdale, Arkansas, wish to comply with the provisions of Ark. Code Ann. §16-17-1203.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree:

1. Springdale District Court shall allow Tontitown to process its cases in said district court;
2. Tontitown shall contribute annually to the operational expenses of the court on a prorated amount based on the amount of collections derived from Tontitown cases filed in the district court from Tontitown during the preceding calendar year, and such amount shall equal twenty percent (20.00%) of the fines collected (less "Act 988 fines") from Tontitown cases in the Springdale District Court, and shall be due and payable by February 1st of each calendar year;
3. For purpose of the calendar year 2014, said contribution shall consist of eleven (11) equal payments of \$1,126.12, starting in the month of February, 2015, with the total of all payments equaling \$12,387.25, to the Springdale District Court; and
4. This agreement shall be considered the written agreement required by Ark. Code Ann. §16-17-1203, and the Mayor of the City of Tontitown is hereby authorized and directed to execute this agreement on behalf of the City of Tontitown, which shall then be submitted to the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, for their respective approval.

Notary Public

ACNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Doug Sprouse and Denise Pearce, Mayor and City Clerk, respectively, for the City of Springdale, Arkansas, well known to me to be the persons whose names are subscribed to the foregoing instrument and stated to me that they executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

ACNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Marilyn Edwards, Washington County Judge, for Washington County, Arkansas, well known to me to be the person whose is are subscribed to the foregoing instrument and stated to me that she had executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public