

RESOLUTION NO. 2019-01- 823R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION AMENDING RESOLUTION NO. 2017-11-660R THE DISTRICT COURT COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF ELM SPRINGS AND THE CITY OF TONTITOWN, ARKANSAS

WHEREAS, the City of Tontitown, Arkansas desires to enter into an Agreement with the City of Elm Springs to be able to have District Court cases generated by the City of Tontitown Police Department prosecuted through the Elm Springs District Court; and

WHEREAS, ARK. Code Ann. §16-17-1203 requires that in order for Tontitown to prosecute the cases generated by the Tontitown Police Department in Elm Springs District Court, a written agreement must be entered into between the governing bodies of Tontitown and Elm Springs, which are political subdivisions that contribute to the operational expenses of the Elm Springs District Court; and

WHEREAS, the Mayor and the City Council have reviewed the proposed agreement and believe the proposed Agreement should be approved.

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, Arkansas approves the Agreement attached hereto as Exhibit "A" by and between the City of Elm Springs and the City of Tontitown and the Mayor is Authorized to execute Agreement.

Section 2: The City of Tontitown designates the Elm Springs District Court with primary responsibility for the collections of fines assessed for the City of Tontitown and the Tontitown Police Department.

PASSED AND APPROVED THIS 2 DAY OF JAN, 2019


Paul Colvin, Jr. Mayor

ATTEST:


Rhonda Ardemagni, City Recorder-Treasurer
(Seal)

DISTRICT COURT COST SHARING AGREEMENT

This District Court Cost Sharing Agreement (the "Agreement") is hereby made and entered into between the City of Tontitown, Arkansas ("Tontitown") and the City of Elm Springs, Arkansas ("Elm Springs").

WHEREAS, Tontitown has a police department (the "Tontitown Police Department") but does not operate its own District Court;

WHEREAS, Elm Springs operates a District Court in close proximity to Tontitown;

WHEREAS, Tontitown wishes to have the cases generated by the Tontitown Police Department prosecuted through the Washington County District Court, Elm Springs Department (the "Elm Springs District Court");

WHEREAS, Ark. Code Ann. § 16-17-1203 requires that in order for Tontitown to prosecute the cases generated by the Tontitown Police Department in the Elm Springs District Court, a written agreement must be entered into between the governing bodies of Tontitown and Elm Springs, which are the political subdivisions that contribute to the operational expenses of the Elm Springs District Court;

WHEREAS, the financial contribution by Tontitown to the Elm Springs District Court shall be a prorated amount based on the number of cases filed in the Elm Springs District Court by Tontitown and Elm Springs as set forth in Ark. Code Ann. § 16-17-1203(a)(1)(B); and

WHEREAS, Tontitown and Elm Springs wish to fully comply with the provisions of Ark. Code Ann. § 16-17-1203 in order for Tontitown to have the cases generated by the Tontitown Police Department prosecuted through the Elm Springs District Court.

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 to the following:

1. District Court. Beginning on January 1, 2018, Elm Springs hereby agrees that the Elm Springs District Court shall allow Tontitown to process its cases in the Elm Springs District Court.
2. Prorated Operational Expenses. That in accordance with Ark. Code Ann. § 16-17-1203(a)(2)(A), Tontitown shall contribute to the operational expenses of the Elm Springs District Court through a payment of the prorated operational expenses of the Elm Springs District Court.
3. Certification of Operational Expenses. The operational expenses of the Elm Springs District Court shall include the compensation for the Elm Springs District Court Clerk

and the reasonable office supplies and expenses necessary for the Elm Springs District Court Clerk to process cases. Both Tontitown and Elm Springs shall consult and coordinate in good faith as necessary regarding the operational expenses of the Elm Springs District Court, including the budget and anticipated increases in such operational expenses, and the final apportionment of the costs of the Elm Springs District Court costs and expenses shall be set by order of the Elm Springs District Court upon certification of the cases filed by the Elm Springs District Court Clerk as provided in Ark. Code Ann. § 16-17-1203(b).

4. Payment of Operational Expenses. The prorated payment of operational expenses by Tontitown to Elm Springs shall be made at the conclusion of the calendar year upon receipt of the order of the Elm Springs District Court with the apportionment of the costs; which apportionment Order shall be due by January 31st of the following year, with payment to be made on or before February 15th.
5. Operations of Court. Elm Springs and the Elm Springs District Court shall be responsible for the operation and oversight of the Elm Springs District Court. Elm Springs and Tontitown shall cooperate with each other with regard to any financial review by one party of the operations of the Elm Springs District Court. Tontitown shall assist and supplement court security with police department personnel when court is in session, and all parties shall coordinate to schedule and provide for such court security. Further, it is agreed that Tontitown shall continue to provide its own prosecutor to prosecute its own cases in the Elm Springs District Court.
6. Term. The term of this Agreement shall be for one calendar year and shall automatically renew for each new calendar year unless either party shall give the other One Hundred and Eighty (180) days prior written notice of the intent to terminate this Agreement as provided hereinbelow or at the mutual agreement of the parties.
7. Notices. Any and all notices, demands, requests, consents, approvals, or communications required or permitted to be given hereunder, shall be in writing and shall be delivered by First Class Mail to the respective addresses set forth below or to such other address which the parties may from time to time designate in writing delivered in accordance with this provision:

If to Tontitown:

City of Tontitown
Attn: Mayor

If to Elm Springs:

City of Elm Springs
Attn: Mayor

If to Elm Springs District Court:

Elm Springs District Court
Attn: District Judge

If to Washington County:

Washington County
Attn: County Judge


8. Miscellaneous Provisions:

- a. Legislative/Regulatory Change. If there is a change in any applicable statute, rule or regulation or a change in the manner in which the applicable rules and regulations are enforced, such that it affects the continuing legality of some or all of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to conform to existing laws or regulations.
- b. Severability. If any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention or invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, the validity of the remaining portions or provisions not being affected thereby, and the rights of the parties hereto shall be construed and enforced accordingly.
- c. Modification. No modification or amendment of any of the terms, conditions or provisions hereby may be made unless by written agreement signed by the parties hereto.
- d. Authority. The parties represent and warrant that (a) the provisions of this Agreement required to be approved by their governing body have been so approved and authorized, (b) the execution and delivery of this Agreement has been duly authorized, and (c) the individuals executing and delivering this Agreement on behalf of the respective parties have the authority and legal capacity to do so.
- e. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their duly authorized officers as of the date first hereinabove written.

PASSED AND APPROVED THIS 6th DAY OF NOV, 2017.

CITY OF TONTITOWN, ARKANSAS

By: 
Paul Colvin, Jr., Mayor

By: 
Rhonda Ardemagni, City Recorder

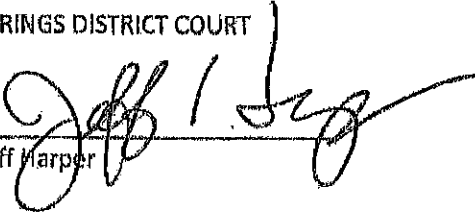
CITY OF ELM SPRINGS, ARKANSAS

By: 
Harold Dought, Mayor

By: 
Twila Taylor, City Recorder

APPROVED:

ELM SPRINGS DISTRICT COURT

By: 
Hon. Jeff Harper