



## 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 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 acknowledge, the parties hereby agree to the following:

1. **District Court.** As commenced on January 1, 2018, and continued through the terms of the agreement; 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, one senior Deputy Clerk, the annual cost of the Managed Services Agreement for the court's computer server, 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 operation expenses, and the final apportionment of the cost 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 31<sup>st</sup> of the following year, with payment to be made on or before February 15<sup>th</sup>.
  
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

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If to Elm Springs:

City of Elm Springs  
Attn: Mayor

\_\_\_\_\_  
\_\_\_\_\_

If to Elm Springs District Court:

Elm Springs District Court  
Attn: District 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 the Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision 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 and original, and all of which taken together shall be deemed on 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 \_\_\_\_\_ Day of \_\_\_\_\_, 2020.**

CITY OF TONTITOWN, ARKANSAS

By: \_\_\_\_\_  
Angela Russell., Mayor


By: \_\_\_\_\_  
Rhonda Ardemagni, City Clerk-Treasurer

CITY OF ELM SPRINGS, ARKANSAS

By: \_\_\_\_\_  
Harold Douthit, Mayor

By: \_\_\_\_\_  
Twila Taylor, City Clerk-Treasurer

**APPROVED:** ELM SPRINGS DISTRICT COURT

By:  \_\_\_\_\_  
Hon. Terra Stephenson