

RESOLUTION NO. 2025-02-11442

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION APPROVING AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE CITY OF CAVE SPRINGS FIRE DEPARTMENT AND THE CITY OF TONTITOWN FIRE DEPARTMENT.

WHEREAS, the City of Tontitown, Arkansas and the City of Cave Springs, Arkansas, desire to enter into an agreement to provide automatic mutual aid to each other for certain defined incidents, as described in the attached Exhibit "1", in order to provide maximum protection and the fastest service response to their residents; and

WHEREAS, pursuant to authority authorized in the Interlocal Cooperation Act, the parties have prepared an informal agreement setting forth their respective duties, obligations and responsibilities with respect to aid services within their respective jurisdictional boundaries; and

WHEREAS, the City Council has determined that it is in the best interest and benefit of the community to authorize the Mayor, Fire Chief, and City Clerk-Treasurer to execute the Agreement for Automatic Mutual Aid, attached hereto as Exhibit "1", by and between the City of Cave Springs Fire Department and the City of Tontitown Fire Department.

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

Section 1. The Mayor is hereby authorized to execute the informal Agreement for Automatic Mutual Aid, attached hereto as Exhibit "1", by and between the City of Cave Springs Fire Department, and the City of Tontitown Fire Department.

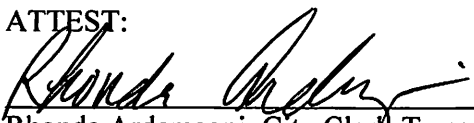
Section 2. The Mayor, Fire Chief and City Clerk-Treasurer are hereby authorized and directed to execute the informal Automatic Mutual Aid Agreement on behalf of the City of Tontitown, Arkansas, and to take any and all necessary action as may be required to fully completely implement the provisions of said Agreements.

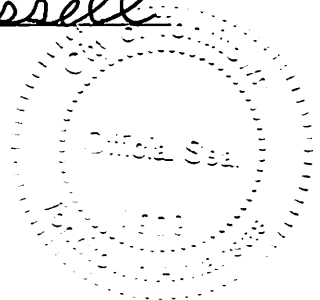
PASSED AND APPROVED this 25th day of February 2025.

APPROVED:


Angela Russell, Mayor

ATTEST:


Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)



**AGREEMENT FOR AUTOMATIC MUTUAL AID
BETWEEN THE CAVE SPRINGS FIRE DEPARTMENT
AND THE CITY OF TONTITOWN FIRE DEPARTMENT**

THIS AGREEMENT FOR AUTOMATIC MUTUAL AID (the "Agreement") is made and entered into this 25 day of Feb, 2025, by and between the Cave Springs fire department, and the City of Tontitown ("Tontitown"), an Arkansas municipal corporation.

WITNESSETH

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

WHEREAS, Cave Springs and Tontitown, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into a mutual aid 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 three (3) safety equipped firefighters on the scene of an incident prior to making 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, Ark. Code Ann. § 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 this 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. Cave Springs and Tontitown agree to provide automatic mutual aid to each other within that geographical area, hereafter referred to as area, identified in the attached Exhibit "B".

3. RESPONSE REQUIREMENTS. Upon receipt of an emergency call, Cave Springs and Tontitown, if available, shall respond one (1) engine company (minimum type two engine) or one (1) tanker. When responding, each agency shall insure that:

- a.) All personal protective clothing and equipment shall be used by all participating firefighters on the scene of a fire or emergency incident;
- b.) The command and tactical frequency assigned by Command shall be utilized on an incident;
- c.) The unit first arriving at the 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 if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified; and

4. TRAINING. Cave Springs and Tontitown shall coordinate training as necessary on 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 Cave Springs and Tontitown agree to hold each other free and harmless from any and all claims, liability, loss, damage or expenses from liability for acts or omissions 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.

7. AMENDMENTS: All amendments to this Agreement shall be in writing and signed by authorized representatives of each city.

8. AUTHORITY: This Agreement is entered into under the authority and pursuant to the Constitution and Laws of the State of Arkansas, including Arkansas Code of 1987 annotated, Title 25, Chapter 20, Subchapter 1, the Interlocal Cooperation Act (the "Act"). The Agreement is entered into in accordance with Ark. Code. Ann. §25-20-108 which authorizes cities to contract to cooperate or join with each other to perform any service, activity or undertaking that each is authorized by law to perform alone. It is understood that this Agreement is entered into pursuant to appropriate authority granted by the governing body of each city.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Cave Springs

City of Tontitown

By:

Randall J. Noblett
Randall Noblett,
Mayor of Cave Springs

By:

Angela Russell
Angela Russell,
Mayor of Tontitown

Attest:

Kimberly Hutcheson
Kimberly Hutcheson,
Cave Springs Clerk/Treasurer

Attest:

Rhonda Ardemagni
Rhonda Ardemagni,
Tontitown Clerk/Treasurer

Approved:

Gary Jordan
Gary Jordan,
Cave Springs Fire Chief

Ryan Krug
Ryan Krug,
Tontitown Fire Chief



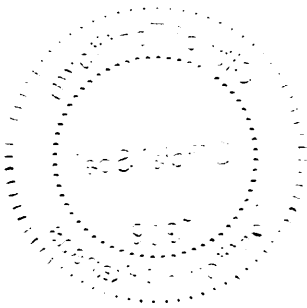
FILED FOR RECORD
AT 11:58 O'CLOCK A.M.
FEB 28 2025
CITY OF CAVE SPRINGS, AR
CITY CLERK



Exhibit "B".

Tontitown Fire Department will respond to all structure fires and fires threatening structures in the Cave Springs Fire Department coverage area south of Wager road in Cave Springs.

Cave Springs Fire Department will respond to all structure fires and fires threatening structures for the entire coverage area of the Tontitown Fire Department.



Tontitown Fire Chief



