

ORDINANCE NO. 2 - 2012

CITY OF DIAMOND CITY, BOONE COUNTY, ARKANSAS

**AN ORDINANCE REPEALING ORDINANCE 110-91
AND ESTABLISHING AN AGREEMENT TO CONTRACT FOR
POLICE PROTECTION WITH THE CITY OF LEAD HILL.**

WHEREAS, the City of Diamond City, Arkansas, has found that the stressors of an economic downturn has limited funds necessary to fund a police department to the capacity necessary to provide for the safety of its residents; and

WHEREAS, the City of Lead Hill, Arkansas, is able to provide such service to the City of Diamond City and meet the recommendations of Arkansas Goals and Standards of one policeman for every 750 residents;

THEREFORE, Ordinance 110-91, which established the Diamond City Police Department, is hereby repealed and Police Protection for the City of Diamond City will be provided by the City of Lead Hill as stipulated in an agreement signed by each City.

DECLARING AN EMERGENCY Whereas, it is necessary that the a police presence be established in the City of Diamond City, Arkansas, an emergency is hereby declared to exist and this Ordinance being necessary for the preservation of the public peace, health, and safety shall take effect and be in force from and after its passage and approval.

I, the undersigned, hereby certify that the foregoing Ordinance No. 2-2012 was duly adopted by the City Council of Diamond City, Arkansas on the 9th day of Febuary 2012 with a roll call vote of

4 ayes 1 nays 1 absence 0 abstains



Cheryl Guthrie
Recorder/Treasurer



Shari L. Marshall
Mayor

AGREEMENT FOR POLICE SERVICE

THIS AGREEMENT, made and entered into this 23 day of Jan, 2012, by and between the City of Diamond City, County of Boone, Arkansas, and the City of Lead Hill, County of Boone, Arkansas.

WHEREAS, the Council of Mayor and Aldermen of the City of Diamond City is desirous of having police protection service furnished by the City of Lead Hill Police Department; and

WHEREAS, the City of Lead Hill has the facilities and equipment and has authorized its police department to provide said police protection service; and

WHEREAS, the parties to this contract have met and agreed that the planning for capital expenditures for equipment and training require a contract which shall run a minimum of one year,

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. In accordance with the other terms and provisions hereof, the City of Lead Hill shall provide police protection service to the City of Diamond City and serve as administrator of the services.
2. Within the corporate limits of the City of Diamond City, the City of Lead Hill will enforce the laws of the State of Arkansas and those ordinances of the City of Diamond City which have been duly adopted and copies of which have been certified and furnished by Diamond City's City Recorder.
3. The police department of the City of Lead Hill will answer any and all police calls to the City of Diamond City and will provide police patrol within the limits of the Department's manning and equipment. The failure to furnish the service herein agreed upon, because of weather, road conditions, or the unavailability of such men and equipment, in connection with the answering of other police calls, shall not be taken as a breach of this agreement. The decision of the Chief of the police department or other police department officer in charge shall be final in such matter. The City of Lead Hill shall not be liable to the City of Diamond City for loss or damage of any kind whatever resulting from any failure by the police department, whether such loss or damage is caused by negligence of the officers, agents, or employees of the City or its police department, or otherwise. The City of Lead Hill will make no claim against the City of Diamond City on account of loss or damage to the City of Lead Hill while in the police service of the City of Diamond and will carry liability insurance protecting itself against damage claims of its policemen for personal injuries sustained while in the service of the City of Diamond City, and further will carry liability insurance saving both parties harmless so far as negligent acts of the policemen in the employ of the City of Lead Hill are concerned, and not otherwise. Each policeman must be registered with standards as an officer for each city it serves.
4. Subject to the provisions of paragraphs 6 and 9 below, police protection shall be provided for one year commencing January 1, 2012.
5. Police protection service shall be furnished by the City of Lead Hill for the annual consideration of \$8,400.00 as determined by the contract agreed upon by each City's Mayor and Council in twelve monthly installments of \$700 payable on the 28th of each month and a police car titled to them as allowed by law.
6. Any fines collected shall belong to the City where the arrest originated. *Remain to be*
SLM

7. The parties further agree that it is impossible to project with complete accuracy police department costs and service to be required by each community in advance, and therefore hereby provide for a quarterly review to adjust the agreement.

8. Subject to the provisions of paragraph 9 below, this agreement shall automatically renew for successive terms of one fiscal year.

9. Either party, upon written notice to the other party, may cancel this agreement and the rights and liabilities hereunder shall cease and this agreement shall be deemed terminated. Should the agreement terminate, property shall be disposed of in a manner agreed upon by the Mayors and Councils of each City. Any real or personal property used in a joint or cooperative undertaking in this agreement shall be returned to the City of Diamond City unless otherwise agreed to by the governing body of the City of Diamond City.

10. Both the City of Lead Hill and the City of Diamond City shall have full cooperation and assistance from the other City and its officers, agents, and employees in carrying out the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31 day of January, 2012.

ATTEST: CITY OF Lead Hill

Kaye Farver
City Recorder

BY:

James Fussner
Mayor

ATTEST: CITY OF Diamond City

Sharon Huth
City Recorder

BY:

Shari L. Marshall
Mayor

2-9-2012

AGREEMENT FOR POLICE SERVICE

THIS AGREEMENT, made and entered into this 23rd day of January, 2012, by and between the City of Diamond City, County of Boone, Arkansas, and the City of Lead Hill, County of Boone, Arkansas.

WHEREAS, the Council of Mayor and Aldermen of the City of Diamond City is desirous of having police protection service furnished by the City of Lead Hill Police Department; and

WHEREAS, the City of Lead Hill has the facilities and equipment and has authorized its police department to provide said police protection service; and

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6. ~~Any fines collected shall belong to the City where the arrest originated.~~

*S. L. M.
Remove # 6
jm*

7. The parties further agree that it is impossible to project with complete accuracy police department costs and service to be required by each community in advance, and therefore hereby provide for a quarterly review to adjust the agreement.

8. Subject to the provisions of paragraph 9 below, this agreement shall automatically renew for successive terms of one fiscal year.

9. Either party, upon written notice to the other party, may cancel this agreement and the rights and liabilities hereunder shall cease and this agreement shall be deemed terminated. Should the agreement terminate, property shall be disposed of in a manner agreed upon by the Mayors and Councils of each City. Any real or personal property used in a joint or cooperative undertaking in this agreement shall be returned to the City of Diamond City unless otherwise agreed to by the governing body of the City of Diamond City.

10. Both the City of Lead Hill and the City of Diamond City shall have full cooperation and assistance from the other City and its officers, agents, and employees in carrying out the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of January, 2012.

ATTEST: CITY OF Lead Hill

[Signature]
City Recorder

BY: [Signature]
Mayor

IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of February, 2012.

ATTEST: CITY OF Diamond City

[Signature]
City Recorder

BY: [Signature]
Mayor

AGREEMENT FOR POLICE SERVICE

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6. ~~Any fines collected shall belong to the City where the arrest originated.~~

Ad M
Remove # 4
jm
1

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IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of January, 2012.

ATTEST: CITY OF Lead Hill

Kyle Ferron
City Recorder

BY: [Signature]
Mayor

IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of February, 2012.

ATTEST: CITY OF Diamond City

[Signature]
City Recorder

BY: Shaw L. Marshall
Mayor

PROOF OF POSTING OF ORDINANCE

STATE OF ARKANSAS

COUNTY OF BOONE

We, Shari Marshall and Cheryl Guthrie, do solemnly swear that as Mayor and City Recorder/Treasurer, respectively, of and for the City of Diamond City, Boone County, Arkansas, that a certified copy of Ordinance No. _____ - _____ was, on the _____ day of _____, 20____, duly posted in five separate and distinct places inside the corporate limits of the Town in accordance with Ordinance No. 03 – 10 of the City, and that the above listed Ordinance remains posted for thirty (30) days.

Dated this _____ day of _____, 20_____.

Cheryl Guthrie, Recorder/Treasurer

Shari Marshall, Mayor