

# CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January, 2019, by and between the County of Izard, State of Arkansas, herein after referred to as the "County", and the city of Calico Rock, Arkansas, hereinafter to as the " Municipality",.

## WITNESSETH:

WHEREAS, the Municipality is desirous of contracting with the County for the performance of the hereinafter described law enforcement function within its boundaries by the County of Izard, through the Sheriff thereof; and,

WHEREAS, the County of Izard is agreeable to rendering such services on the terms and conditions hereinafter set forth; and,

WHEREAS, such contracts are authorized and provided for by State Law;

NOW THEREFORE, pursuant to the terms of the aforesaid law, is agreed as follows:

1. The County agrees, through the Sheriff of Izard County, Arkansas, to provide increased police protection and better coordinated law enforcement for their citizens than those Municipalities without such an agreement within the corporate limits of the Municipalities to the extent and in the manner hereinafter set forth. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Izard under the Law. Except as otherwise provided for, the level of service shall be that same basic level of service that is and shall be hereafter during the term of this Agreement, provided for the incorporated area of the County of said Sheriff. The rendition of such service standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed, shall remain in the County. In the event of dispute between parties as to the extent of duties and functions to be rendered hereunto or the level or manner of performance of such service, the determination thereof made by the Sheriff of the County shall be final and conclusive as between parties thereto. Such services shall include the enforcement of state statutes and such municipal police ordinances of the Municipality as are of the same type or nature as State statutes enforced by the Sheriff within the unincorporated territory of said County.
2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the Municipality, its officers, agents, and employees likewise the City shall have full cooperation and assistance from the County, its officers, agents and employees.
3. For the purpose of performing said functions, the County shall furnish and supply all necessary labor, supervision, equipment, communications, dispatching facilities, and supplies necessary to maintain the level of service to be rendered hereunder, provided however, police vehicles and related equipment shall be furnished by the County and shall be maintained by the County.
4. County its officers and employees, shall not be deemed to assume any liability for intentional or negligent act of said Municipality or of officers or employees thereof, and said Municipality shall hold said County its officers and its employees harmless from and shall defend said County and its officers and employees against any claim for damages resulting there from.

5. Municipality, its officers, employees, and agents shall not be deemed to assume any liability for intentional, neglect or reckless acts of said County or of officers, employees or agents thereof, and said County shall defend said Municipality and its officers, employees, and agents against any claim for damages resulting there from.
6. Unless sooner terminated, as provided for herein, this agreement shall be effective 01/01/19 and shall run for the period of 12 months thereafter through 12/31/19 provided however said agreement may be terminated by either party upon a 60 day written notice to either the Mayor of the Municipality or the County Judge of the County.
7. An IZARD County Sheriff's Department sub- station shall be established at the Calico Rock Elementary school
8. There should be a Board created by the City and the County for the purpose of effectuating this agreement and coordinating the efforts necessary for carrying out this Agreement. This Board shall consist of the Sheriff of the County, the Mayor of the City, The County Judge, one member of the City Council of the City of Calico Rock appointed by the mayor and approved by the City Council and one member of the Quorum Court.
9. The Municipality agrees to pay the County \$105,000.00 for the year 2019 for their share of contract law. \$8,750.00 monthly.

IN WITNESS WHEREOF, the municipality of the City of Calico Rock, Arkansas, by resolution duly adopted by its governing body causes this agreement to be signed by its Mayor and attested by the Clerk, and the County of IZARD, by the approval of the Quorum Court of said County of IZARD, has caused these present to be subscribed by the County Judge and Sheriff and the seal for said County to be affixed thereto and attested by the Clerk of said County, all on the day and year first above written.