

ORDINANCE NO. 47

**AN ORDINANCE ADOPTING AN INTERLOCAL  
COOPERATIVE AGREEMENT ON LAW ENFORCEMENT,  
BETWEEN WASHINGTON COUNTY, ARKANSAS  
AND THE CITY OF GOSHEN, ARKANSAS; AND TO  
DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

WHEREAS, the City of Goshen and Washington County have entered into an Interlocal Cooperative Agreement which sets out the rights and obligations of each of them regarding the disposition of fines in the Elkins District Court; and,

WHEREAS, the City of Goshen and Washington County are granted the authority to enter into such Agreement pursuant to Ark. Code Ann. §14-14-910.

NOW, THEREFORE, BE IT ORDAINED by the Goshen City Council that said Interlocal Cooperative Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" as if set out fully word for word is hereby adopted. This ordinance repeals any ordinances or parts of ordinances in conflict herewith.

EMERGENCY CLAUSE: It is hereby declared that based on the conditions set forth herein, an emergency exists and this Ordinance, being necessary for the immediate protection of the health, safety, and welfare of the citizens of Goshen, Arkansas, shall be in effect immediately upon its passage, approval, and publication.

PASSED AND APPROVED this 10th day of August, 2004.

  
\_\_\_\_\_  
Andy Bethell, Mayor

ATTEST:

  
\_\_\_\_\_  
Sharon Baggett, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Charles Harwell, City Attorney

ROLL CALL

Names Of Those Voting YEA

Joe Benson  
Chuck Huskey  
John Kauffman  
John Meek  
Dick Seddon  
Albert Skiles

Names Of Those Voting NAY

## INTERLOCAL AGREEMENT

**THIS AGREEMENT**, is made pursuant to Ark. Code Ann. §14-14-910, by and between the County of Washington, Arkansas, (hereinafter referred to as the "County"), and the City of Goshen, Arkansas (hereinafter referred to as the "City").

**WITNESSETH:**

(I) **WHEREAS**, the City is a city of the 2<sup>nd</sup> class and is providing law enforcement services to its citizens; and,

(II) **WHEREAS**, the City has hired a City Marshal instead of contracting with the Washington County Sheriff's Office; and,

(III) **WHEREAS**, said Marshal shall be empowered to make arrests and issue citations for violations of City Ordinances and State misdemeanors; and,

(IV) **WHEREAS**, said citations and arrests will be with the within the jurisdiction of the Elkins District Court effective January 2005; and,

(V) **WHEREAS**, the County provides funding for the Elkins District Court and the Prosecuting Attorney for the 4<sup>th</sup> Judicial District; and,

(VI) **WHEREAS**, the City contemplates that said Prosecuting Attorney will prosecute city citations and arrests which will be classified by the Court Clerk as "County cases"; and,

(VII) **WHEREAS**, by hiring its own City Marshal, City will alleviate a portion of the workload of the Washington County Sheriff's Office such as responding to calls in the City and testifying in court regarding any arrests or citations.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and consideration of the above premises, and for the mutual obligations hereby created and the mutual benefits so derived, the parties agree as follows:

(A) It is the intent of the parties to create a long standing and permanent relationship with regard to the matter discussed herein. Either party may, by majority vote of its respective governing body, elect to modify, or terminate this agreement. In order for this agreement to be modified, the governing bodies of both the City and the County must so indicate by a majority vote of

their respective governing bodies. If the parties shall desire to terminate this agreement, the party or parties so desiring to withdraw shall give the other party six (6) months written notification of their intent to withdraw. If either party wishes to terminate this agreement, the agreement will terminate at the end of the six (6) months notice period. For a period within which this agreement shall exist, the governing bodies may amend said agreement as provided hereinafter.

- (B) The arrests and citations of the City shall be lodged in the Elkins District Court and classified as "County cases". All fines generated, as a result of such, shall be divided equally between City and County.
- (C) The Sheriff in his discretion may deputize the City Marshal so that he may assist the Sheriff when needed and thus have authority outside the City limits when necessary.
- (D) There shall 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, the County Judge, the Mayor, and one alderman to be nominated by the Mayor and confirmed by the City Council. The sole purpose of this Board shall be to carry out the purposes of the Agreement and to coordinate the effort of the parties that may arise from time to time.
- (E) The Interlocal Board shall meet as needed. Meetings may be called as the need arises by the Mayor, the Sheriff, the County Judge or the City Alderman. Minutes shall be kept and shall be provided to the City Council and the Quorum Court.
- (F) The Interlocal Board shall in no way be construed to be a Civil Service Commission or a Grievance Committee and shall only serve for the effectuation and coordination of this Agreement.
- (G) This agreement may be amended at any time by the majority vote of the governing bodies of both parties. The party desiring to amend this agreement shall draft their proposed amendment and, after passage by their governing body, submit the proposed amendment to the other party, whereupon said party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by a majority of both parties, it will thereafter become a part and parcel of this agreement. Should either party fail to approve of a proposed amendment, it will have no force or effect.
- (H) The various provisions and parts of this agreement are hereby declared to be severable and if any section of part of a section, provision or part of a provision herein, is such holding shall not invalidate or effect the remainder of this agreement.

(I) This agreement supersedes all previous agreement and amendments thereto that relate to the Interlocal Agreement of Law Enforcement.

IN WITNESS HERETO, Washington County, Arkansas, and the City of Goshen, Arkansas, have executed this document by their duly elected officers who are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this 10<sup>th</sup> day of August, 2004.

**WASHINGTON COUNTY, ARKANSAS**

BY:   
JERRY HUNTON, County Judge

ATTEST:   
KAREN COMBS PRITCHARD, County Clerk

**CITY OF GOSHEN, ARKANSAS**

BY:   
ANDY BETHELL, Mayor

ATTEST:   
SHARON BAGGETT, City Recorder/Treasurer