Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Lowell, Arkansas, and the City of Cave Springs, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

A. The City of Lowell and the City of Cave Springs recognize and acknowledge that, at times, emergency situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Lowell Police Department

A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of Lowell will provide assistance to the City of Cave Springs according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Cave Springs Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.

B. The Lowell Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Lowell that would necessitate such action, the City of Lowell reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the City Mayor of Lowell or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Lowell; additionally, the City of Lowell reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the City Mayor of Lowell or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Lowell.

C. The City of Cave Springs must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Lowell.

III. Supervision and Control of Officers on Loan to the City of Cave Springs

A. Officers from the Lowell Police Department that are temporarily assigned to the Cave Springs Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Cave Springs Police Department officers. They will possess the same powers, rights and immunities as Cave Springs Police Department officers.

B. Personnel and administrative control, including compensation of Lowell officers, will be retained by the City of Lowell and the Lowell Police Department. Lowell police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of their duties with the Lowell Police Department.

IV. Requests by the Lowell Police Department

A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of ~~Rogers~~ CAVE SPRINGS will provide assistance to the City of Lowell according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Lowell Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.

B. The Cave Springs Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Cave Springs that would necessitate such action, the City of Cave Springs reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Cave Springs or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Cave Springs; additionally, the City of Cave Springs reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Cave Springs or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Cave Springs.

C. The City of Lowell must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Cave Springs.

V. Supervision and Control of Officers on Loan to the City of Lowell

A. Officers from the Cave Springs Police Department that are temporarily assigned to the Lowell Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Lowell Police Department officers. They will possess the same powers, rights and immunities as Lowell Police Department officers.

B. Personnel and administrative control, including compensation of Cave Springs Police Department officers, will be retained by the City of Cave Springs and the Cave Springs Police Department. Cave Springs police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Cave Springs Police Department.

VI. Mutual Aid Police Protection Agreement

C. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Lowell and the City of Cave Springs, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Cave Springs Police Department officers and Lowell Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.

B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all of the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above language. This hold harmless clause is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law. Specifically, nothing in this agreement shall be construed or interpreted to waive any of the rights or immunities afforded either municipality under A.C.A. 21-9-301.

C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the

remainder shall remain in full force and effect.

D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.

E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

Mayor. City of Lowell
Lowell, Arkansas

Date

Mayor, City of Cave Springs
Cave Springs, Arkansas

Date

Police Chief, City of Lowell
Arkansas

Police Chief, City of Cave Springs
Arkansas

3-17-16
Date

Date