

RESOLUTION NO. 10

A Resolution entitled "A Resolution Requesting Public Service Commission Approval of the Rates to be Charged for Telephone Service at Lowell, Arkansas, the Service to be Rendered and for Other Purposes."

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL, ARKANSAS, AS FOLLOWS:

Whereas, there is a distinct community of interest between Lowell, Rogers, and Springdale, Arkansas; and

Whereas, there is a need for direct calling between all customers in Lowell, Rogers, and Springdale without the payment of long distance charges (such service being commonly referred to as extended area service); and

Whereas, Southwestern Bell Telephone Company is willing, as soon as feasible to provide such extended area service; and

Whereas, the value of telephone service will be increased to Southwestern Bell Telephone Company's customers in Lowell upon provision of such extended area service; and

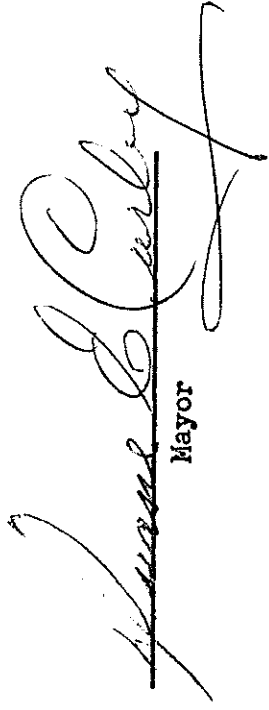
Whereas, such extended area service cannot be rendered at the rates now charged at Lowell:

NOW, THEREFORE, BE IT RESOLVED:

That the Arkansas Public Service Commission be requested to permit schedules of increased rates to become effective, following

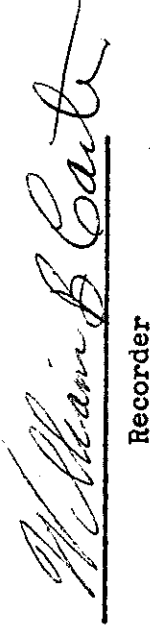
proper filing by Southwestern Bell Telephone Company, upon provision of extended area service between the Rogers and Springdale exchanges. The rates to be charged the Lowell customers will not exceed \$.50 per month for residence service and \$1.75 per month for business service over the rates now in effect.

Approved this 6 day of July, 1972



Mayor

Attest:



Recorder

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1977, by and between the CITY of ROGERS, Benton County, Arkansas, and the CITY of LOWELL, Benton County, Arkansas, both of which cities shall hereinafter be referred to as "Member Municipality" or "Member Municipalities".

WHEREAS, Member Municipalities are so located in relation to each other that it is to the advantage of each such participant to extend aid to the other in respect to police service and it is recognized that in certain situations the use of police officers to perform police duties outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare and morals of the public; and

WHEREAS, it is the objective of this agreement to allow for speedier service of warrants and other papers and to strengthen the law enforcement effort in the Rogers - Lowell area by the establishment of mutual aid police services.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter expressed, the parties have agreed as follows:

1. AUTHORIZATION: Each member municipality does hereby authorize and direct its police chief or other officer commanding in his absence to render and request mutual police aid to and from other member municipalities to the extent of available personnel and equipment not required for adequate protection of the municipality rendering aid. The judgment of the police chief or officer commanding in his absence, of each municipality rendering aid, as to the amount of personnel and equipment available, shall be final.
2. POWER AND AUTHORITY: Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the city or village which regularly employs such officers, shall be under the direction and authority of the local commanding police officer of the municipality to which they are called to perform police or peace duties, and shall be peace officers thereof; they shall have all powers and authority of police and peace officers as provided by law, including the power of arrest. Each member municipality also grants to other members municipalities power to arrest and to serve warrants and other papers on subjects within the corporate limits of another member municipality; provided however, that this authority is conditioned upon the prior approval on a case by case basis of the Chief of Police of the other member municipality or his duly appointed delegate.
3. COMPENSATION: Mutual aid police service shall be rendered without charge to a member municipality; provided, however, that as a result of having furnished aid, should the assisting municipality be required to seek assistance from another nonmember municipality, which imposes a charge for same, then in that event, the municipality originally seeking such aid shall reimburse the assisting municipality in the amount equal to the charge imposed upon the assisting municipality by the municipality assisting it.
4. LIABILITY: All wage and disability payments, pension and workmen's compensation claims, damage to equipment and clothing, medical expense shall be paid by the City regularly employing such police officer.
5. WAIVER: Every participant herein waives as to each and every other participant hereto, any and all claims against the other participant for compensation for any loss, damage, personal injury or death, that shall arise in consequence of the performance under this Agreement. No participant hereto shall, under any circumstances, be held liable for any loss or damage by reason of its failure to effectively combat or handle any police problem in the territory of the other party.
6. EFFECTIVE DATE OF AGREEMENT: This agreement shall go into effect on the date it is executed and shall continue for a period of one (1) year from the date of execution. Each member municipality shall furnish a certified copy of the resolution approving mutual aid police service to each of the other member municipalities upon the execution of this agreement.

7. AUTOMATIC RENEWAL: It is mutually understood that this agreement shall be automatically renewed from year to year unless thirty (30) days written notice of termination is given. This notice of termination may be given to the other member municipality at any time but it must be accompanied by a certified copy of a proper resolution passed by the governing body of the withdrawing member municipality.

8. BINDING EFFECT: This agreement shall be binding upon the parties, their successors and assigns. It is understood that this agreement is entered into pursuant to appropriate authority granted by the governing body of each party.

IN WITNESS WHEREOF this agreement has been duly executed by the proper officers of the CITY OF ROGERS and the CITY OF LOWELL, on the date first above-written.

CITY OF ROGERS, ARKANSAS

BY: _____

HARRY SMITH, Mayor

JIMMY B. LUSTER, Chief of Police

ATTEST:

JANET PHILLIPS, Secretary

CITY OF LOWELL, ARKANSAS

BY: _____

A. E. NORWOOD, Mayor

RANDY CARMACK, Chief of Police

ATTEST:

MARY KINCY, Secretary