

AN ORDINANCE ADOPTING, BY REFERENCE, CERTAIN PORTIONS OF THE ARKANSAS CRIMINAL CODE (ARK. CODE ANN. 5-1-101 ET SEQ.); AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, the City Council desires to provide additional law enforcement tools for the City of Goshen; and

WHEREAS, pursuant to A.C.A. 14-55-207, public notice was given of the City's intent to adopt portions of the Arkansas Criminal Code as a technical code by reference as permitted by Ark. Code Ann. 14-55-207(b), and advised that three (3) copies of each document were on file and available for public review and examination in the Office of the Recorder-Treasurer.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GOSHEN, ARKANSAS:

SECTION 1. That the City Council hereby adopts the criminal law and amendments thereto constituting misdemeanors of the state and those portions of the Arkansas Criminal Code (Ark. Code Ann. 5-1-101 et seq.) as the aforesaid criminal code was enacted or may hereafter be amended, setting forth offenses which constitute misdemeanors or violations and prescribing penalties for such offenses as part of the laws or ordinances of the City as if set out fully in this ordinance, provided that no fine shall be imposed in excess of that authorized by Ark. Code Ann. §§14-55-502, 14-55-504.

SECTION 2. 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 14th day of December, 2004



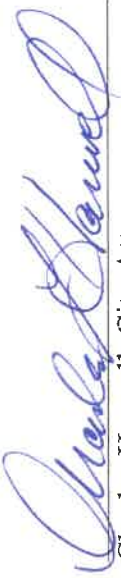
Andy Bethell, Mayor

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 Meek
Dick Seddon
Albert Skiles

Names Of Those Voting NAY

Absent

John Kauffman

FILED

2004 AUG 13 PM 12 48

KAREN COMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

ORDINANCE NO. 2004-49

BE IT ORDAINED BY THE QUORUM COURT
OF THE COUNTY OF WASHINGTON,
STATE OF ARKANSAS, AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE ADOPTING AN
INTERLOCAL COOPERATIVE AGREEMENT ON LAW
ENFORCEMENT BETWEEN WASHINGTON COUNTY,
ARKANSAS, AND THE CITY OF GOSHEN, ARKANSAS.

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 QUORUM COURT
OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS:

ARTICLE 1. That said Interlocal Cooperative Agreement, which is
attached as Exhibit "A" hereto and incorporated by reference as if set out fully word for
word, is hereby adopted.

ARTICLE 2. Emergency Clause: It is hereby determined that it is in
the best interest of the citizens of Goshen and of the County for this contract to be
authorized, and the general health, safety, and welfare of the citizens are affected by such;
therefore, an emergency is declared to exist and this ordinance shall be and is effective
from the date of its passage.

This ordinance repeals any ordinances or parts of ordinances in
conflict herewith.


JERRY HUNTON, County Judge

8-13-04 DATE


KAREN COMBS PRITCHARD, County Clerk

Sponsor: Kurt Anderson
Date of Passage: August 12, 2004
Votes For: 12 Votes Against: 0
Abstentions: 0 Absent: 1

Ordinance No. 2004-49
Exhibit A

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 2nd 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 4th 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 _____ day of _____, 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