



1 **ADOPTED: December 7, 2021**

2 **ATTEST:**

**APPROVED:**

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5 **Susan Langley, City Clerk**

**Frank Scott, Jr., Mayor**

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7 **APPROVED AS TO LEGAL FORM:**

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10 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES**

4 **THIS MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES** (“Agreement”)  
5 is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the  
6 unincorporated town of Cammack Village (“Cammack Village”) and the City of Little Rock (“Little Rock”)  
7 on behalf of their municipal police departments (hereinafter those municipal police departments shall be  
8 referred to individually as a “cooperating agency”).

9 **WHEREAS**, as Little Rock and Cammack Village recognize that effective law enforcement is not a  
10 solitary effort, but requires the cooperation and interaction of multiple agencies; and,

11 **WHEREAS**, effective law enforcement depends upon the immediate action to protect lives and  
12 property and to preserve the peace without regard to jurisdictional limitations; and,

13 **WHEREAS**, the fact that Cammack Village is surrounded by Little Rock generates unique  
14 enforcement and protection challenges to protect not only citizens of Cammack Village but also the citizens  
15 of Little Rock; and,

16 **WHEREAS**, Cammack Village and Little Rock have determined that it is in the best interests of the  
17 health, safety, and welfare of their citizens to enter into a Mutual Aid Agreement; and,

18 **WHEREAS**, authority is granted for the provision of joint cooperative action among political subdivi-  
19 sions pursuant to the Interlocal Cooperation Act, codified at Ark. Code Ann. § 25-20-108, and as otherwise  
20 provided by law.

21 **NOW, THEREFORE**, the parties agree as follows:

- 22 **1. Provisions for Voluntary Cooperation.** The undersigned cities hereby authorize the other to  
23 request law enforcement assistance from and to render law enforcement assistance to the other  
24 in dealing with any violations of Arkansas Statutes to include, but not be limited to,  
25 investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, motor vehicle  
26 thefts, narcotics violations, to provide backup services during patrol activities, and to engage  
27 in interagency task forces and in joint investigations.
- 28 **2. Provisions for Operational Assistance.** The undersigned cities hereby authorize the other to  
29 request law enforcement assistance from and to render law enforcement assistance to the other  
30 in a law enforcement emergency, to include, but not be limited to, dealing with civil  
31 disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made  
32 disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents  
33 requiring the utilization of specialized units.

1       **3. In-Progress Crime Assistance.** Whenever a Law Enforcement Officer from one cooperating  
2 agency views a felony or a misdemeanor involving a breach of the peace occurring in the  
3 jurisdiction of the other cooperating agency, the Law Enforcement Officer may physically  
4 arrest the perpetrator and preserve the crime scene. In such event, the following procedures  
5 shall apply:

6       a. When an arrest is made outside an officer's primary jurisdiction, the Law Enforcement  
7 Agency with jurisdiction shall be promptly notified and a written report shall be  
8 forwarded to that agency no later than the next business day.

9       b. The agency having jurisdiction may choose to take over the investigation to or allow  
10 the officer to bring the person before a court of competent jurisdiction to be dealt with  
11 according to law.

12       c. The city in the jurisdiction in which the incident occurred, with the consent of the  
13 originating Officer's jurisdiction, may decide to allow the originating officer to retain  
14 control of the investigation and to complete all procedures, including but not limited  
15 to, taking custody of any prisoner, of evidence, and of contraband and completing the  
16 appropriate documentation.

17       **4. Voluntary Investigations.** On-duty Officers from one the jurisdiction a cooperating agency  
18 may conduct investigations into criminal activity which occurs in their jurisdiction and make  
19 arrests related to those investigations in the jurisdiction of the other cooperating agency. If  
20 enforcement action is anticipated, the location and nature of the investigation shall be reported  
21 to the on-duty communication liaison person of the jurisdiction where the suspected if located.  
22 The Cammack Village Police Department may be contacted at (501) 663-8267, and the Little  
23 Rock Police Department may be contacted at (501) 371-4829.

24       **5. Traffic Investigations.** In addition to having the authority to provide in-progress crime  
25 assistance, an on-duty Municipal Law Enforcement Officer of the City of Cammack Village  
26 and the City of Little Rock while wearing the Officer's departmental-issued uniform and  
27 operating a marked Police vehicle may enforce all state criminal and noncriminal traffic laws  
28 and conduct investigations of traffic accidents occurring on the streets of the other cooperating  
29 agency as long as such violations were committed within view of the officer. In such event,  
30 the following procedures shall apply:

31       a. Enforcement shall include, but not be limited to, making arrests, issuing a Uniform  
32 Traffic Citation, arresting the violator for any crimes uncovered during the  
33 investigation of the traffic violation or accident, and taking custody of any evidence or  
34 contraband.

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2 b. All violations shall be prosecuted through the Little Rock District Courts.

3 **6. Miscellaneous Provisions.**

4 a. A cooperating agency shall answer a specific request for voluntary cooperation or  
5 operational assistance only to the extent that the available personnel and equipment are  
6 not required for adequate protection of that agency's city. The Commander of the  
7 agency, or his/her designee, shall have the sole authority to determine the amount of  
8 personnel and equipment, if any, available to respond.

9 b. A specific request for voluntary cooperation or operational assistance shall be made by  
10 the Commander of the agency, or his/her designee. The on-duty Shift Commander is  
11 authorized to respond to routine requests for assistance from the other cooperating  
12 agency occurring in the normal course of business such as call cover, traffic stop  
13 assistance, etc.

14 c. Voluntary cooperation can also be initiated, within the limitations as more fully stated  
15 above herein, by an Officer who views an in-progress crime, a traffic violation or traffic  
16 accident, or a need for traffic control in the other cooperating agency. The supervising  
17 authority of that Officer shall be notified immediately to enable a Supervisor for the  
18 Officer's cooperating agency to authorize and direct actions taken by the Officer. An  
19 Officer taking voluntary action should notify the communication liaison person in the  
20 assisted cooperating agency as soon as possible.

21 d. Whenever the employees of any law enforcement agency are rendering aid outside  
22 their jurisdiction and pursuant to the authority contained in this Agreement, such  
23 employees shall have the same powers, duties, rights, privileges, and immunities as if  
24 they were performing their duties in the jurisdiction in which they are normally  
25 employed.

26 e. Law Enforcement Officers or employees responding to a specific request for voluntary  
27 cooperation or operational assistance shall be under the direction and authority of the  
28 Commanding Officers of the cooperating agency to which they are called; otherwise,  
29 the Officers shall be under the direction and authority of the Commanding Officers of  
30 their own cooperating agency.

31 f. Each Police Officer shall maintain standards of professional conduct required by the  
32 Officer's current departmental policies and procedures. It shall be the sole  
33 responsibility of an Officer's cooperating agency to determine if there has been a  
34 breach of professional standards to the extent permitted by law.

- 1 g. All wage and disability payments, pensions, Workers' Compensation claims, medical  
2 expenses, and death benefits shall be paid by a police officer's employing agency,  
3 unless the requested cooperating agency is reimbursed by other authorities, persons, or  
4 political entities.
- 5 h. Each cooperating agency shall be responsible for bearing its own costs associated with  
6 any loss or damage incurred to such jurisdiction's property, equipment, or resources as  
7 a result of the use of such property during a voluntary cooperation or operational  
8 assistance situation.
- 9 i. Each party to this Agreement shall bear all court costs, defense costs, and liability for  
10 its own Law Enforcement Officers, agents, and employees for acts undertaken pursuant  
11 to this Agreement unless such act was ordered by the Commanding Officer of the  
12 assisted cooperating agency. But if such act was not ordered by the Commanding  
13 Officer of the assisted cooperating agency, each party agrees, to the extent permitted  
14 by law, to indemnify and hold the other harmless of and from any claims, lawsuits, and  
15 causes of action arising out of the acts, omissions, and conduct of its own Officers,  
16 agents, and, employees to the extent they are not protected by qualified immunity or  
17 by other immunities. In the event that an act or acts undertaken pursuant to this  
18 Agreement is ordered by the Commanding Officer directing the voluntary cooperation  
19 or operational assistance situation, any defense or court costs and liability that might  
20 arise shall be the responsibility of the cooperating agency employing the commanding  
21 officer. Good faith in this provision shall not include willful misconduct, gross  
22 negligence, or recklessness.
- 23 j. This Agreement shall be binding upon the parties from the date of execution by the  
24 parties hereto and shall continue in full force and effect until terminated as provided  
25 herein.
- 26 k. This Agreement shall be binding upon the parties from the effective date above and  
27 shall continue in full force and effect until terminated by either party. Termination  
28 shall be effected by the provision of notice of termination in writing to the other party  
29 no less than ten (10) days prior thereto.
- 30 l. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this  
31 resolution is declared or adjudged to be invalid or unconstitutional, such declaration or  
32 adjudication shall not affect the remaining portions of the resolution which shall remain  
33 in full force and effect as if the portion so declared or adjudged invalid or unconstitu-  
34 tional were not originally a part of the resolution.

