

RESOLUTION No. 2018 - 08

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF PROPERTY FROM THE CITY OF SEARCY,
ARKANSAS, TO CITY OF HIGGINSON; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the Fire Department of the City of Searcy (the "Department") has in its possession a 1992 International 4900 Pumper Truck with a 1250 gpm Hale pump, 750 gal water tank, VIN #1HTSDPCR4NH455042 (the "Fire Truck"); and

WHEREAS, the Department has proposed the assignment of the Fire Truck to The City of Higginson, Arkansas, a mutual aid agency of the Department.

Now, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Mayor and City Clerk are authorized to execute the assignment and bill of sale presented to the City Council conveying all right, title and interest to the Fire Truck to the City of Higginson, Arkansas, and to endorse any certificate of title, if any, for the Fire Truck, and any ancillary equipment related to the Fire Truck, and to take all actions determined by the Mayor and City Clerk, in their sole and exclusive discretion, to convey all of the right, title and interest of the City of Searcy in the Fire Truck to the City of Higginson, Arkansas.

PASSED AND ADOPTED this 21st day of February, 2018.

Approved:

/s/ David Morris

Mayor of Searcy

Attest:

/s/ Jerry Morris

City Clerk

ASSIGNMENT AND BILL OF SALE

KNOW ALL ME BY THESE PRESENTS:

THAT THE CITY OF SEARCY, ARKANSAS, a City of the First Class (the "Seller"), being authorized so to do by a resolution of the Seller, assigns, transfers and conveys to the CITY OF HIGGINSON, ARKANSAS ("Buyer"), all of Seller's right, title and interest in and to the following assets and properties (collectively, the "Assets"):

(a) 1992 International 4900 Pumper Truck with a 1250 gpm Hale pump, 750 gal water tank, VIN #1HTSDPCR4NH455042.

Seller covenants and agrees to execute and deliver to Buyer, without further consideration, such other and further agreements, documents or instruments of conveyance as may reasonably be required by Buyer for the purpose of (a) transferring good and marketable title to the Assets to Buyer, or (b) to evidence such transfer, assignment, sale and conveyance of the Assets to Buyer.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Searcy, Arkansas, have executed this Assignment and Bill of Sale on this 21st day of February, 2018.

The City of Searcy, Arkansas

By:

/s/ David Morris
Mayor of Searcy

Attest:

/s/ Jerry Morris
City Clerk

INTERLOCAL COOPERATION AGREEMENT

Pursuant to the provisions set forth in Arkansas Code Annotated 25-20-201, et al, being cited as the "Interlocal Cooperation Act", the Searcy Fire Department acting through the authority of the City Council of the City of Searcy, hereby enters into an agreement with the Higginson Volunteer Fire Department, acting through the authority of the City Council of the City of Higginson as follows:

1. The duration of this agreement shall be perpetual or until resolved or cancelled by written notice of either of the said Cities involved.
2. The entities involved are stated above in the first paragraph of this agreement.
3. The purpose of this agreement is set forth as follows:

The Searcy Fire Department no longer has a need for a 1992 International 4900 Pumper Truck with a 1250 gpm Hale pump, 750 gal water tank, VIN #1HTSDPCR4NH455042 due to the fact that said department has purchased a new fire truck, and therefore, agrees to donate and transfer title and ownership of the said used equipment to the Higginson Volunteer Fire Department to aid in fire suppression and emergency response. In exchange for receiving the title to and ownership of the donated fire truck, the Higginson Volunteer Fire Department agrees to assist, whenever possible and feasible, the Searcy Fire Department in various fire suppression and emergency response, as may be requested from time to time. Likewise, the Searcy Fire Department agrees to continue assisting the Higginson Volunteer Fire Department, whenever possible and feasible, in these operations as may be requested from time to time.
4. There shall be no monetary compensation paid by the Higginson Volunteer Fire Department for receiving the title and ownership of the used Fire Truck.
5. This agreement may be terminated by written notice by either of the parties involved at any given time. However, upon termination of this agreement, the title, ownership and possession of the used Fire Truck shall remain with the Higginson Volunteer Fire Department.

6. The effective date of this agreement shall be immediate upon passage and approval by the City Council of the City of Searcy and the City Council of Higginson and subject to the approval of the Attorney General of Arkansas.

So it is agreed.

I hereby certify the above Interlocal Cooperation Agreement was approved and adopted by the City Council of Searcy on this the 21st day of February, 2018.

/s/ David Morris

Mayor of Searcy

I hereby certify the above Interlocal Cooperation Agreement was approved and adopted by the City Council of Higginson on this the ____ day of _____, 2018.

Mayor of Higginson