

R-19- 208

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH PULASKI COUNTY, ARKANSAS CONCERNING THE OPERATION OF THE PULASKI COUNTY REGIONAL DETENTION FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") and Pulaski County, Arkansas (the "County") entered into a Memorandum of Agreement on February 15, 1990 and thereafter, an Amendment to the agreement on September 10, 1990 (collectively referred to as the "Initial Agreement"), concerning the costs of operating a regional jail facility by the County; and

WHEREAS, since the Initial Agreement, various revisions and extensions have been executed, the most recent of which was executed on December 31, 2014 ("Current Agreement"), as authorized by Resolution No. 8595 passed by the North Little Rock City Council on July 28, 2014; and

WHEREAS, the Current Agreement governing payments by the City to the County for the City's contribution toward the operating costs of the Pulaski County Regional Detention Facility (the "jail") expires at the end of this year; and

WHEREAS, it is in the best interests of the City and its residents that the City enter into a Memorandum of Agreement with the County concerning the operating costs for the jail and committing to the City's contribution of its equitable share of said expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Memorandum of Agreement (substantially similar to Exhibit "A" attached hereto) with Pulaski County, Arkansas concerning the management of the Pulaski County Regional Detention Facility and the City's contribution toward the costs of operating and maintaining the jail.

SECTION 2: That the City's share of operation costs for next year will be included in its 2020 Budget to be considered by the City Council prior to year end.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith *by AF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	<u>10:30</u>	A.M.	_____	P.M.
By	<u>Amy fields CA</u>			
DATE	<u>11/9-19</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>[Signature]</i></u>			

MEMORANDUM OF AGREEMENT

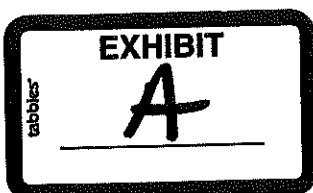
This MEMORANDUM OF AGREEMENT, effective January 1, 2020, is entered into by and between Pulaski County, Arkansas (“County”) and the City of North Little Rock (“City”) pursuant to Ark. Code Ann. § 12-41-506, and will become binding upon all parties upon the signature of the chief executive of the County and the City, and filing as required by law.

WITNESSETH:

That the County and City entered into a Memorandum of Agreement executed February 15, 1990, and a subsequent amendment executed September 10, 1990 (collectively referred to as the “Initial Agreement”) concerning the costs incurred by the County through the operation of a regional jail facility. Since the Initial Agreement, various revisions and extensions have been executed, the most recent of which was executed on December of 31, 2014 (“Current Agreement”). The Current Agreement, governing payments by the City to the County for keeping prisoners of the municipality in the county jail for the years 2015 through 2019, will expire at the end of this year.

WHEREAS, a county government is required by statute to provide certain necessary services to its citizens, including law enforcement protection services and the custody of persons accused or convicted of crimes;

WHEREAS, on agreement of the cities in the County having law enforcement agencies to make payments to the County to operate and maintain a regional detention facility (the “jail”) to house prisoners of municipalities in addition to prisoners of the County, the County constructed the jail; and,



WHEREAS, the City acknowledges that in the absence of a separate agreement concerning jail costs, as a city having a law enforcement agency, it may be required to pay a daily fee as set by ordinance of the Quorum Court of the County based on the reasonable expenses which the County incurs in order to keep its prisoners in the jail; and,

WHEREAS, the Arkansas Supreme Court resolved a dispute between cities and counties over the meaning of prisoners of municipalities in its decision Mississippi County v. City of Blytheville, 2018 Ark. 50, 538 S.W.3d 822; and,

WHEREAS, the County and City acknowledge the need for a properly maintained, operated and economically viable jail; and

WHEREAS, the jail administration has produced cost calculations and estimated counts of prisoners of the City, which, if the existing fee structure were applied, would potentially result in a substantial payment increase by the City; and

WHEREAS, the County and City desire to enter into a contractual agreement whereby City funds are paid to the County toward the costs of operating and maintaining the jail.

IT IS THEREFORE hereby agreed that:

Section 1. Payments. The City agrees to pay \$1,066,716.00 (one million sixty-six thousand seven hundred and sixteen dollars) in 2020 for use of the jail by prisoners of the City (a twenty-five percent (25%) increase over the payment by the City in 2019).

Section 2. Audit. The City agrees to pay one-sixth (1/6th) of the cost of an audit, to be performed by an independent auditor selected by the County and the cities from a list

of recommendations to be provided by the National League of Cities (“NLC”) and the National Association of Counties (“NACo”), and who has no relationship, contractual, financial, familial or otherwise, with the County or City, for the purpose of identifying the expenses which the county incurs in keeping prisoners of municipalities and the revenues generated by the County by virtue of its operation of the jail. The remaining cost of the audit shall be equally shared by the cities and the County, each to bear one-sixth (1/6th) of the cost.

Section 3. The payment amount identified in Section 1, above, shall be paid in quarterly installments on or before the 5th day of each quarter (January, April, July and October). Failure of the City to make timely installment payments may result in the imposition of a rate as permitted by Ark. Code Ann. § 12-41-506.

Section 4. Any arrestee in obvious or stated need of emergency medical treatment will receive said treatment before being transported by the City’s law enforcement agency to the jail.

Section 5. Failure by the City to have its governing body ratify this agreement shall not affect the ability or option of the County to enter into like contracts with other cities in the County, while charging the City a rate as permitted by Ark. Code Ann. § 12-41-506, subject to the City’s specific reservation of the right to challenge any County ordinance establishing a daily fee for processing or keeping prisoners in a court of competent jurisdiction.

Section 6. This Agreement will continue through December 31, 2020 at which time it will terminate automatically. Upon termination, unless the parties enter into a new agreement concerning jail costs, the City shall become responsible to pay a rate to the County as permitted by Ark. Code Ann. § 12-41-506, subject to the City’s specific reservation of the right to challenge any County ordinance establishing a daily fee for processing or keeping prisoners in a court of competent jurisdiction.

Section 7. The jail shall remain under the custody, control and operation of the County and its elected officials, and no separate entity, organization or joint board is created by or to be created as a result of this Agreement.

Section 8. Any property acquired by the County, without regard to whether the source of funds used to acquire the property is attributable to the City's payment hereunder, shall be the property of Pulaski County, and shall be acquired, held and disposed of in a manner consistent with state law and County ordinance.

The parties have executed this Agreement this _____ day of _____, 2019.

Pulaski County Judge

Mayor of the City of _____

ATTEST:

Pulaski County Circuit/County Clerk

_____ City Clerk