

R-20- 164

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 current of which was authorized by Resolution No. 9785 passed by the North Little Rock City Council on November 25, 2019; 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 2021 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 AT*

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/kt

FILED	<u>11:00</u> A.M.	_____ P.M.
By	<u>A. Fields</u>	
DATE	<u>11-17-2020</u>	
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas		
RECEIVED BY	<u>S. Ussery</u>	



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, effective January 1, 2021, is entered into by and between Pulaski County, Arkansas (“County”) and the City of North Little Rock (“City”) and will become binding upon all parties upon signature of the County Judge of Pulaski County and Mayor the City of North Little Rock, following approval by the City Council of the City.

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, effective through December of 31, 2020. The current agreement, governing payments by the City to the County for keeping prisoners of the municipality in the county jail 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 providing law enforcement services and detaining certain 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, if the Quorum Court established daily fee, based on calculations verified by Legislative Audit, is applied to estimated counts of prisoners of the City, it would potentially result in a substantial payment increase by the City;

WHEREAS, the current state of emergency brought about by the global spread of the pandemic Coronavirus requires that the County and City proceed with caution, including in preparation of operating budgets and revenue projections; 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 \$1,098,717.00 (One Million Ninety-Eight Thousand Seven Hundred and Seventeen dollars) in 2021 to the County toward the costs of operating and maintaining the jail, in lieu of paying any daily fee for the keeping of prisoners of the City. The amount to be paid equals a three percent (3%) increase over the payment by the City in 2020.

Section 2. Review. The City agrees that its Mayor and other appropriate personnel shall meet with the County Judge and other appropriate personnel following the

calculation and publication of sales tax revenue of the first two quarters of the year in 2021. In each quarterly meeting, the City and County shall review the sales tax revenue calculations, just released, for the quarter of 2021, in comparison with the same quarter of the preceding year, 2020. If the quarter of 2021 to quarter of 2020 comparison reveals an increase in revenues to the City, the City and County will negotiate in good faith to determine an additional payment to the County to be made with the next quarterly payment, or for any additional payment resulting from an analysis of the third quarter of each 2020 and 2021 and subsequent additional agreement, it shall be paid prior to the expiration of this agreement.

The first quarterly meeting is anticipated to occur in June. The second quarterly meeting is anticipated to occur in October.

Section 3. The payment amount identified above in Section 1 shall be paid in quarterly installments on or before the 5th day of each quarter (January, April, July and October). Any additional amounts, as negotiated in good faith in each quarterly meeting, shall be paid within sixty (60) of reaching agreement on such amounts. Failure of the City to make timely installment payments may result in the imposition of the daily 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, 2021 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 _____, 2020.

Pulaski County Judge

Mayor of the City of _____

ATTEST:

Pulaski County Circuit/County Clerk

City Clerk