

1 **Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
2 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
3 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
4 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
5 resolution.

6 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
7 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

8 **ADOPTED: November 19, 2019**

9 **ATTEST:**

APPROVED:

10
11 _____
12 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

13 **APPROVED AS TO LEGAL FORM:**

14
15 _____
16 **Thomas M. Carpenter, City Attorney**

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

1 **Exhibit A**

2
3 **MEMORANDUM OF AGREEMENT**

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

8 **WITNESSETH:**

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

16 **WHEREAS**, a County Government is required by statute to provide certain necessary services to its
17 citizens, including law enforcement protection services and the custody of persons accused or convicted of
18 crimes; and,

19 **WHEREAS**, on agreement of the cities in the County having law enforcement agencies to make
20 payments to the County to operate and maintain a Regional Detention Facility (the “jail”) to house prisoners
21 of municipalities in addition to prisoners of the County, the County constructed the jail; and,

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

26 **WHEREAS**, the Arkansas Supreme Court resolved a dispute between cities and counties over the
27 meaning of prisoners of municipalities in its decision *Mississippi County v. City of Blytheville*, 2018 Ark.
28 50, 538 S.W.3d 822; and,

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

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

34 **WHEREAS**, the County and City desire to enter into a contractual agreement whereby City funds are

1 paid to the County toward the costs of operating and maintaining the jail.

2 **IT IS THEREFORE hereby agreed that:**

3 **Section 1. *Payments.*** The City agrees to pay Two Million, Four Hundred Seventy-Nine Thousand,
4 Seven Hundred Sixty Dollars (\$2,479,760.00) in 2020 for use of the jail by prisoners of the City (a 25%
5 increase over the payment by the City in 2019).

6 **Section 2. *Audit.*** The City agrees to pay 1/6th of the cost of an audit, to be performed by an independent
7 auditor selected by the County and the cities from a list of recommendations to be provided by the National
8 League of Cities (“NLC”) and the National Association of Counties (“NACo”), and who has no
9 relationship, contractual, financial, familial or otherwise, with the County or City, for the purpose of
10 identifying the expenses which the county incurs in keeping prisoners of municipalities and the revenues
11 generated by the County by virtue of its operation of the jail. The remaining cost of the audit shall be equally
12 shared by the cities and the County, each to bear one-sixth 1/6th of the cost.

13 **Section 3.** The payment amount identified in Section 1, above, shall be paid monthly by the 5th day of
14 each month. Failure of the City to make timely installment payments may result in the imposition of a rate
15 as permitted by Ark. Code Ann. § 12-41-506.

16 **Section 4.** Any arrestee in obvious or stated need of emergency medical treatment will receive said
17 treatment before being transported by the City’s Law Enforcement Agency to the jail.

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

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

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

31 **Section 8.** Any property acquired by the County, without regard to whether the source of funds used
32 to acquire the property is attributable to the City’s payment hereunder, shall be the property of Pulaski
33 County, and shall be acquired, held and disposed of in a manner consistent with State Law and County
34 Ordinance.

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

2

3

4

5 _____
6 **Barry Hyde, Pulaski County Judge**

_____ **Frank Scott, Jr., Mayor of Little Rock**

6 **ATTEST:**

ATTEST:

7

8

9 _____
10 **Pulaski County Circuit/County Clerk**

_____ **Little Rock City Clerk**

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //