1	RESOLUTION NO.	
1	RESOLUTION NO.	
	A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO	
3		
4	ENTER INTO A MEMORANDUM OF AGREEMENT WITH PULASKI	
5	COUNTY, ARKANSAS, CONCERNING THE OPERATION OF THE	
6	PULASKI COUNTY REGIONAL DETENTION FACILITY; AND FOR	
7	OTHER PURPOSES.	
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9	WHEREAS, the City of Little Rock, Arkansas ("the City"), the City of North Little Rock, Arkansas,	
10	and Pulaski County, Arkansas (the "County") entered into a Memorandum of Agreement on February 15,	
11	1990, and thereafter, an Amendment to the agreement on September 10, 1990 (collectively referred to as	
12	the "Initial Agreement"), concerning the costs of operating a Regional Jail Facility by the County; and,	
13	WHEREAS, since the Initial Agreement, various revisions and extensions have been executed, the	
14	most recent of which was executed on December 31, 2014 ("Current Agreement"), as authorized by	
15	Resolution No. 8,595 passed by the North Little Rock City Council on July 28, 2014; and,	
16	WHEREAS, the Current Agreement governing payments by the City to the County for the City's	
17	contribution toward the operating costs of the Pulaski County Regional Detention Facility (the "jail")	
18	expires at the end of this year; and,	
19	WHEREAS, there is some disagreement as to the scope of a recent decision of the Arkansas Supreme	
20	Court as to which government is responsible for what costs in the operation of a County Jail, as well as how	
21	certain terms should be defined in order to fairly determine the status of a prisoner who enters jail records	
22	but is not incarcerated, as well as a prisoner who is incarcerated in the jail; and,	
23	WHEREAS, it is in the best interests of the City and its residents that the City enter into a	
24	Memorandum of Agreement with the County concerning the operating costs for the jail and committing to	
25	the City's contribution of its equitable share of said expenses.	
26	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF	
27	NORTH LITTLE ROCK, ARKANSAS:	
28	Section 1. The Mayor and City Clerk are hereby authorized to enter into a Memorandum of Agreement	
29	(substantially similar to Exhibit A attached hereto) with Pulaski County, Arkansas, concerning the	
30	management of the Pulaski County Regional Detention Facility and the City's contribution toward the costs	
31	of operating and maintaining the jail.	
32	Section 2. The City's share of operation costs for next year increase will be included in its 2020 Budget	
33	to be considered by the City Council prior to year-end.	

1	Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, o		
2	word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration o		
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 th		
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:	
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11 12	Susan Langley, City Clerk	Frank Scott, Jr., Mayor	
12	APPROVED AS TO LEGAL FORM:	Frank Scott, Jr., Mayor	
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16	Thomas M. Carpenter, City Attorney		
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1	Exhibit A		
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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.

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IT IS THEREFORE hereby agreed that:

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

Section 3. The payment amount identified in Section 1, above, shall be paid monthly by the 5th day of each month. 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.

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.

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.

1	The parties have executed this Agreement this	day of, 2019.
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4 5	Barry Hyde, Pulaski County Judge	Frank Scott, Jr., Mayor of Little Rock
6	ATTEST:	ATTEST:
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9	Pulaski County Circuit/County Clerk	Little Rock City Clerk
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