

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7 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.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: December 1, 2020**

9 **ATTEST:**

APPROVED:

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12 **Susan Langley, City Clerk**

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

13 **APPROVED AS TO LEGAL FORM:**

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16 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

2 **MEMORANDUM OF AGREEMENT**

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

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, effective through December of 31,
13 2020. The current agreement, governing payments by the City to the County for keeping prisoners of the
14 municipality in the county jail will expire at the end of this year.

15 **WHEREAS**, a County Government is required by Statute to provide certain necessary services to its
16 citizens, including providing law enforcement services and detaining certain persons accused or convicted
17 of crimes; and,

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

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

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

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

30 **WHEREAS**, if the Quorum Court established daily fee, based on calculations verified by Legislative
31 Audit, is applied to estimated counts of prisoners of the City, it would potentially result in a substantial
32 payment increase by the City; and,

33 **WHEREAS**, the current state of emergency brought about by the global spread of the pandemic
34 Coronavirus requires that the County and City proceed with caution, including in preparation of operating

1 budgets and revenue projections; and,

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

4 IT IS THEREFORE hereby agreed that:

5 **Section 1. Payments.** The City agrees to pay (Two Million, Five Hundred Fifty-Four Thousand, One
6 Hundred Fifty-Three Dollars (\$2,554,153.00) in 2021 to the County toward the costs of operating and
7 maintaining the jail, in lieu of paying any daily fee for the keeping of prisoners of the City. The amount to
8 be paid equals a 3% increase over the payment by the City in 2020.

9 **Section 2. Review.** The City agrees that its Mayor and other appropriate personnel shall meet with
10 the County Judge and other appropriate personnel following the calculation and publication of sales tax
11 revenue of each quarter of the year in 2021. In each quarterly meeting, the City and County shall review
12 the sales tax revenue calculations, just released, for the quarter of 2021, in comparison with the same quarter
13 of the preceding year, 2020. If the quarter of 2021 to quarter of 2020 comparison reveals an increase in
14 revenues to the City, the City and County will negotiate in good faith to determine an additional payment
15 to the County to be made with the next quarterly payment, or for any additional payment resulting from an
16 analysis of the third quarter of each 2020 and 2021 and subsequent additional agreement, it shall be paid
17 prior to the expiration of this agreement.

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

20 **Section 3.** The payment amount identified above in Section 1 shall be paid in quarterly installments
21 on or before the 5th day of each quarter (January, April, July and October). Any additional amounts, as
22 negotiated in good faith in each quarterly meeting, shall be paid within sixty (60) of reaching agreement on
23 such amounts. Failure of the City to make timely installment payments may result in the imposition of the
24 daily rate as permitted by Ark. Code Ann. § 12-41-506.

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

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

32 **Section 6.** This Agreement will continue through December 31, 2021 at which time it will terminate
33 automatically. Upon termination, unless the parties enter into a new agreement concerning jail costs, the
34 City shall become responsible to pay a rate to the County as permitted by Ark. Code Ann. § 12-41-506,

1 subject to the City’s specific reservation of the right to challenge any County ordinance establishing a daily
2 fee for processing or keeping prisoners in a court of competent jurisdiction.

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

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

10 The parties have executed this Agreement this _____ day of _____, 2020.

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14 **Pulaski County Judge**

Mayor of the City

15 **ATTEST:**

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18 **Pulaski County Circuit/County Clerk**

City Clerk

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