

1 **EXHIBIT A**

2 **MEMORANDUM OF AGREEMENT**

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4 This Memorandum of Agreement is entered into this ____ day of ____, 2014, by and between Pulaski
5 County, Arkansas (County) and the City of Little Rock (City) pursuant to the authority of Ark. Code Ann.
6 § 25-20-101 *et seq.*, and will become binding on all parties upon ratification of the Quorum Court of Pulaski
7 County and the governing body of the City.

8 **WITNESSETH:**

9 That the County and City entered into a Memorandum of Agreement executed February 15, 1990, and
10 an Amendment to Memorandum of Agreement executed September 10, 1990, concerning the costs of
11 operating a jail facility by the County as part of an attempt to settle litigation between the County, the City,
12 and other municipalities within the County. That agreement expires this year. The County and City wish to
13 have this Memorandum of Agreement replace and render moot all previous Agreements.

14 **WHEREAS**, the County recognizes that it has a responsibility to maintain and operate detention
15 facilities (hereinafter “jail”); and,

16 **WHEREAS**, the City acknowledges the shortage of operational revenues of Pulaski County due to
17 increases in the numbers of detainees in the facility and the continuously rising costs associated with
18 operations; and,

19 **WHEREAS**, the County and City acknowledge the need for a strong and economically viable jail in
20 the area; and,

21 **WHEREAS**, the County has committed its maximum tax resources available to the construction and
22 operation of the regional jail to; serve the County and the City; and,

23 **WHEREAS**, the City and the County desire to enter into a contractual agreement whereby City funds
24 are made available to the County to assist in the operation of a regional jail;

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

26 **Section 1. Payments.** To help defray the operation costs of the jail, the City agrees to pay
27 \$1,854,576.00 in year one. (a five percent (5%) increase over current contribution).

28 **Section 2. Annual increases.** In following years, the amount to be provided by the City set out in
29 Section 1 will be increased by an amount equal to the Consumer Price Index as contained in the Bureau of
30 Labor Statistics for the previous year but, in any event, not to exceed 3% per annum.

31 **Section 3.** The payment identified above shall commence in January 2015.

32 **Section 4.** When the facility is open and accepting new inmates, the County will notify the City who
33 will transport any arrestee awaiting a jail bed.

1 **Section 5.** Any arrestee in need of emergency medical treatment will receive said treatment before
2 being brought to the facility.

3 **Section 6.** If the City fails to ratify this agreement, the County may, at its option, enter into agreements
4 with respect to any other municipalities within the county.

5 **Section 7.** The duration of this agreement shall be five (5) years, subject to extension by agreement
6 of the parties.

7 **Section 8.** Notwithstanding anything contained in this Agreement to the contrary, if the City fails to
8 appropriate funds for subsequent periods within the term of this Agreement, the City shall not be obligated
9 to make payments beyond the then-current fiscal appropriation period provided that once an appropriation
10 is made, the City is obligated to provide funds for that appropriation period and the County is obligated to
11 house the City's prisoners for that period to the extent required by Ark. Code Ann. § 12-41-503. All pay-
12 ments made, or scheduled to be made, pursuant to the previous interlocal agreement between the parties
13 hereto for the 2014 calendar year will not subject the individual city to the daily rate set out herein as long
14 as all outstanding payments are made for the 2014 calendar year.

15 **Section 9.** In the event there is a significant increase in jail revenue from sources other than the County
16 or City, then the parties may enter into negotiations concerning the amount of payments contemplated in
17 Sections 1 and 2.

18 The parties have executed this Agreement this ____ day of _____, 2014.

21 _____
22 **Pulaski County Judge**

_____ **Mayor of the City of Little Rock**

23 **ATTEST:**

25 _____
26 **Pulaski County Clerk**

_____ **Little Rock City Clerk**

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