

## **INTERLOCAL AGREEMENT**

### **BETWEEN THE COUNTY OF MILLER, ARKANSAS AND THE CITY OF TEXARKANA, ARKANSAS; FOR HOUSING MUNICIPAL PRISONERS OF TEXARKANA, ARKANSAS IN THE MILLER COUNTY JAIL**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into this 1st day of January, 2022, by and between the County of Miller, Arkansas (“Miller County”), and the City of Texarkana, Arkansas (“City”).

**WHEREAS**, Miller County, through its Sheriff’s Office, provides county jail facilities for the housing of prisoners; and

**WHEREAS**, the City of Texarkana, Arkansas desires to house Municipal Prisoners (as hereinafter defined) in the Miller County Jail (such term, as used herein, shall include the facility commonly known as the Miller County Detention Center and all other prisoner detention facilities operated as a part of county jail system by Miller County, but not including the Miller County Juvenile Detention Center); and

**WHEREAS**, Miller County Arkansas is required by Arkansas Code Annotated Sec. 12-41-503 to house Municipal Prisoners subject to the terms and conditions of Arkansas Code Annotated Sec. 12-41-503, applicable law, and pursuant to this Agreement; and

**WHEREAS**, pursuant to Arkansas Code Annotated Sec. 12-41-506, Miller County and the City of Texarkana, Arkansas, are authorized to enter into this Interlocal Agreement concerning the costs of housing Municipal Prisoners; and

**WHEREAS**, on February 3, 2020, the parties entered into an agreement concerning the housing of certain prisoners, all as more specifically set forth therein, and the parties are in agreement that it is in the best interest of Miller County and the City that such prior agreement be updated and replaced in its entirety with this Agreement concerning the housing of Municipal Prisoners; and,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Purpose and Security Provided. The purpose of this Agreement is to establish an updated, formal binding relationship between Miller County and the City of Texarkana, Arkansas for the detention of Municipal Prisoners. Miller County agrees to accept and provide for the secure custody, care, and safe keeping of Municipal Prisoners in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Miller County jail.
2. Municipal Prisoners, Defined. The term “Municipal Prisoners” (or “Municipal Prisoner,” as the context may require, shall herein mean those offenders who are arrested by Texarkana, Arkansas, law enforcement officers and delivered to the Miller County Jail (or such other point of intake per the direction of Miller County) for incarceration with Miller County in the Miller County Jail, from the point of intake until the earlier to occur of: (a) charging on a felony offense; (b) sentencing on a misdemeanor offense; or, (c) release on a municipal-ordinance violation.
3. Period of Performance. The initial term of this Agreement will commence upon the Effective Date (hereinafter defined) and continue until the next occurring December 31. Furthermore, absent termination, this Agreement shall automatically renew for successive twelve (12) month periods. Either party may terminate this agreement at any time, for any reason or for no reason, upon not less than ninety (90) days written notice to the other. The parties represent and warrant to the other that the City Manager for the City of Texarkana, Arkansas (or such interim city manager then appointed by the Board of Directors for the City of Texarkana, Arkansas), and the County Judge for Miller County, Arkansas, are, respectively, vested with the authority to terminate this Agreement in accordance with the terms of this Section 3. Termination shall not relieve either party of any obligation that such party had hereunder or otherwise pursuant to applicable law arising prior to termination.

4. Daily Rate. INITIAL TERM. The City of Texarkana, Arkansas shall pay to Miller County a daily rate during the initial term of this Agreement as follows:

- a. Felony-Classified Municipal Prisoners: Fifty Dollars (\$50.00) per day per felony-classified Municipal Prisoner(s) housed by the City with Miller County in accordance with this Agreement; or
- b. All Other Municipal Prisoners: Forty-Two Dollars (\$42.00) per day for all Municipal Prisoners that are not Felony-Classified Municipal Prisoners housed by the City with Miller County in accordance with this Agreement.

FELONY-CLASSIFIED MUNICIPAL PRISONER(S). A Felony-Classified Prisoner is a Municipal Prisoner that has been arrested by City law enforcement personnel on a felony-level offense and is being detained within the Miller County Jail on the same. In no event shall a Municipal Prisoner be categorized as and charged the daily rate for a Felony-Classified Municipal Prisoner unless and until the date of arrest of the Municipal Prisoner by the City for a felony-level offense.

ANNUAL RATE ADJUSTMENT. For each renewal term, the then-existing daily rate shall be adjusted in accordance with this provision. Specifically, the daily rate for then-commencing renewal term shall be determined by increasing the daily rate for the then-expiring term by a percentage equal to the lesser of (i) three percent (3.00%); or, (ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled "Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)" (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for January 1 of the then-expiring term, with that of January 1 for the then-commencing renewal term. Notwithstanding the foregoing, in no event shall the daily rate for a renewal term be less than the daily rate for the immediately preceding term.

5. Payment Schedule. Miller County will provide to the City of Texarkana, Arkansas, a roster reflecting the Municipal Prisoner daily count for each calendar month. The roster will contain such information as may be reasonably requested by the City to confirm the Municipal Prisoner daily count (including, without limitation, Municipal Prisoner identity and, if applicable, categorization as a Felony-Classified Municipal Prisoner) and be delivered to the City by the 10<sup>th</sup> day of each calendar month. The roster shall be accompanied by a corresponding invoice for the period of time covered by the roster. Following review and reconciliation of the roster and invoice, the City of Texarkana, Arkansas will remit payment via electronic deposit into the account established and identified by Miller County within 30 days of the reconciled roster / invoice. In the event of a dispute of any charge on the invoice, the City shall not withhold payment for any undisputed portion of the invoice pending resolution of the disputed portion.
  
6. Priority Placement. Without limiting the obligations under applicable law of a county and/or its sheriff to house or provide priority placement of prisoners of municipalities that are situated within such county, in the event of jail overcrowding or other issues that limit the available detention space, the City of Texarkana, Arkansas agrees to suspend the detention of additional municipal prisoners at the Miller County Jail Center until such time as said jail overcrowding issue has been resolved. Miller County reserves the right to determine when the Miller County Jail is at or exceeds the maximum occupancy level. All prisoners booked into the Miller County Jail are subject to all laws, rules, regulations, and policies adopted by and applicable to Miller County in connection with its operation of the Miller County Jail and solely under the supervision of Miller County and its Sheriff in accordance with applicable law.
  
7. Medical Costs and Fees. No municipal prisoner housed at the Miller County Jail shall be denied access to emergency medical and pain care and Miller County shall provide emergency transportation (subject to reimbursement as herein after contemplated) for such treatment. The Municipal Prisoner shall be the primary obligor

and responsible party of all medical costs and treatment provided. As between Miller County and the City, the City shall be responsible for all reasonable outside medical expenses (not including regular care provided by Miller County employees or medical professionals engaged by Miller County to provide regular on-site care for prisoners incarcerated within the Miller County Jail). Miller County shall provide a monthly invoice to the City for reimbursement of such costs, along with such documentation or authorization to communicate and discuss directly with third-party medical providers as may be reasonably requested by the City to determine the reasonableness and necessity of the professional medical services for which reimbursement is sought.

8. Transportation. The City of Texarkana, Arkansas shall be responsible for reasonable transportation costs, security and transporting of Municipal Prisoners from the Miller County Jail to Texarkana Arkansas District Court sessions and transporting from Texarkana, Arkansas, District Court to Miller County Jail and non-emergency medical visits.
9. Court. Nothing contained in this Agreement shall be deemed to require Miller County to provide courtroom security for Texarkana, Arkansas District Court.
10. Modification. This Agreement may not be modified or amended absent written agreement, executed by Miller County and the City, in accordance with applicable law.
11. Effective Date. This Agreement shall become effective upon the of date hereof (the “Effective Date”).
12. Municipal Prisoners at the Miller County Jail between January 1, 2022, and the Effective Date. Within thirty (30) days of the Effective Date, Miller County shall provide the City with a statement (count and roster), accompanied by such supporting information as may be reasonably requested by the City, of all Municipal Prisoners detained within the Miller County Jail between January 1, 2022, and the Effective Date, the City, no later than ninety (90) days following the Effective Date (or sixty days

following the date of receipt of the statement contemplated in this Section, whichever is the latter to occur), shall pay to Miller County an amount equal to what would have otherwise been paid by the City to Miller County in accordance with the terms of this Agreement had this Agreement been made effective on January 1, 2022, less amounts for and applicable to such time period that have already been paid by the City to Miller County.

13. Initial Coordination and First Payment. The parties agree to coordinate and work together to establish processes for the exchange and review of information as contemplated herein throughout the term of this Agreement. Furthermore, the parties acknowledge and agree that additional time may be required in order to establish such internal and coordinated processes for the exchange and review of the information contained herein for and relating to the regular accounting of Municipal Prisoners and corresponding amounts due from the City for the same. Accordingly, notwithstanding anything contained herein to the contrary, in no event shall any payment or reimbursement contemplated herein be due or payable on or before the ninety (90) days following the Effective Date.
  
14. Complete Agreement. This agreement constitutes the entire Agreement between the parties and supersedes any prior agreement, county or city ordinance establishing fees for housing of Municipal Prisoners within the Miller County Jail. This Agreement further constitutes full resolution of all matters concerning the housing or cost of Municipal Prisoners heretofore located at the Miller County Detention Center.
  
15. Notice. MANNER. Any notice hereunder shall be by certified mail; return receipt requested; reputable overnight delivery company; courier; or hand delivery (including by utilization of law enforcement personnel for such purpose). Either party hereto, by written notice to the other, change its notice address set forth below.

TO COUNTY. Any notice hereunder by the City to the County shall be given by the City Manager (or, in the absence of the same, any “interim” or “acting” city manager) for the City to:

Miller County, Arkansas  
Attention: County Judge for Miller County  
400 Laurel Street, #115  
Texarkana, Arkansas 71854

TO CITY. Notice by the County to the City shall be given by the County Judge for the County to:

City of Texarkana, Arkansas  
Attention: City Manager  
216 Walnut Street  
Texarkana, Arkansas 71854

16. Benefit Inured. This Agreement shall not inure to the benefit of entities not expressly a party hereto (including, without limitation, any other municipalities or counties) within or without the State of Arkansas.
  
17. Miscellaneous. The waiver of any obligation or right pursuant to this agreement of either party by the other shall not constitute or be deemed to constitute a subsequent waiver of such right or obligation. This Interlocal Agreement shall be approved or ratified by the Quorum Court of Miller County, Arkansas, and the City of Texarkana, Arkansas. Such agreement shall be filed with the County Clerk, and the City Clerk of Texarkana, Arkansas. The County Judge shall enter a County Court Order adopting the terms of this Agreement along with the respective ordinances of the parties authorizing or ratifying this interlocal agreement. In the event that any term or provision of this Agreement is determined to be contrary to or unenforceable the laws of the State of Arkansas or United States of America, such invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day year first above written.

COUNTY OF MILLER, ARKANSAS

CITY OF TEXARKANA, ARKANSAS

BY: \_\_\_\_\_  
COUNTY JUDGE, Cathy Harrison

BY: \_\_\_\_\_  
CITY MANAGER, E. Jay Ellington

ATTEST:

\_\_\_\_\_  
COUNTY CLERK, Stephanie Harvin

\_\_\_\_\_  
CITY CLERK, Heather Soyars