

SALINE COUNTY DETENTION CENTER
OPERATIONAL COST SHARING AGREEMENT

THIS SALINE COUNTY DETENTION CENTER OPERATIONAL COST AGREEMENT (hereinafter “Operational Cost Sharing Agreement”) made and entered into this _____ day of _____, 2022 by and between the Arkansas City of Bryant, Arkansas (“Bryant” or “the City”) and Saline County, Arkansas (“the County”) (hereinafter collectively “the Parties” or individually “Party”), to-wit:

WHEREAS, Saline County, through the Saline County Sheriff (“Sheriff”) and Saline County Sheriff’s Office (“Sheriff’s Office”), provides the Saline County Detention Center (“Detention Center”) for the housing of city, county, state, and federal inmates;

WHEREAS, after due deliberation and investigation, it has been determined that the costs to operate the Detention Center have increased substantially over the past several years, annually necessitating a greater, and significant, transfer of revenue from the County’s General Revenue Fund;

WHEREAS, the Parties recognize that it is important to properly and reasonably allocate the costs associated with housing Bryant’s inmates and the County’s inmates, as contemplated by Arkansas statute and case law;

WHEREAS, pursuant to Ark. Code Ann. § 12-41-504, the Saline County Quorum Court (“Quorum Court”) “prescribe[s] the method and procedure for feeding and keeping prisoners confined in the county jail.”;

WHEREAS, pursuant to Ark. Code Ann. § 12-41-503(a), the Sheriff is “responsible for managing the populations and operations . . . “of the Detention Facility “in compliance with the laws and the Arkansas Constitution and within the requirements of the United States Constitution . . .”;

WHEREAS, Arkansas Code Annotated § 12-41-503(d) authorizes the City and the County to enter into an agreement to “share the operational costs of the jail.”;

WHEREAS, Arkansas Code Annotated §§ 12-41-503 & 506 contemplate that such an agreement be based on the reasonable expenses incurred by the county in keeping city prisoners in the county jail;

WHEREAS, the Parties acknowledge that the rate set forth in this Operational Cost Sharing Agreement are the actual costs of Bryant’s prisoners, as described in Ark. Code Ann. §§ 12-41-503 & 506.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency are hereby acknowledged, Bryant and the County agree as follows:

1. **PURPOSE.** The purpose of this Operational Cost Sharing Agreement is to establish a formal binding relationship between the City and the County, for the detention of persons charged with, or convicted of, violations of state or local law, or held as material witnesses at the Detention Center.
2. **PERIOD OF PERFORMANCE.** This Operational Cost Sharing Agreement shall be effective from January 1, 2023 through December 31, 2023, until terminated as hereinafter provided.
 - a. The Parties may extend this Operational Cost Sharing Agreement, upon terms and conditions mutually agreed upon, prior to its termination.
 - i. If the Parties are to extend the Operational Cost Agreement, the terms and conditions must be mutually agreed upon by July 15, 2023.
 - b. Termination may be accomplished by:
 - i. Either Party providing 90 days' written notice; or,
 - ii. The City's Failure to remit payment within 30 days of the payment due date, as set forth in this Operational Cost Sharing Agreement, and, after the County provides written notice of the failure to pay, and an additional 15 days to submit any past due amounts.
3. **DEFINITIONS**
 - a. City Inmate
 - i. Those offenders who are arrested by Bryant's law enforcement officers and delivered to the Detention Center for incarceration, from the point of intake until:
 1. The inmate is charged with a felony;
 2. Sentencing on a misdemeanor or city offense; or,
 3. Release on a municipal-ordinance violation.
 - ii. A City Inmate does not refer to those inmates arrested by Bryant law enforcement solely based on an outstanding warrant from another jurisdiction.
 1. The financial responsibility of an inmate arrested by a Bryant law enforcement officer, solely based on an outstanding warrant from another jurisdiction, shall be the responsibility of the municipality or municipalities which issued the warrant(s).
4. **OWNERSHIP AND OPERATIONAL CONTROL.** The City acknowledges the County's statutory responsibility for, ownership of, and operational control over the Detention Center.
 - a. The County agrees to accept and provide for the secure custody, care, and safe-keeping of City Inmates in accordance with local, state, and federal laws, standards, policies, procedures or court orders applicable to the operations of the Detention Center.
 - b. The City hereby consents and agrees that City Inmates in the Detention Center are subject to all rules, regulations, and laws applicable to County inmates incarcerated therein, including, but not limited to, all terms and conditions of this Operational Cost Sharing Agreement

- i. The City further understands that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates.
- ii. The Sheriff will, when appropriate based on the circumstances, consult with the City's Police Chief, regarding issues concerning the City's inmates.

5. **INMATE MANAGEMENT.** The County will accept and house City Inmates, and provide inmate services, for misdemeanor or City offense cases and felony cases referred to the County for those offenses alleged to have been committed by City Inmates.
- a. The County does not guarantee a particular number of inmate beds, but will undertake all reasonable efforts to accommodate the City Inmates.
 - b. The Parties acknowledge that when the Detention Center is at capacity, or exceeds its capacity, the determination on inmate housing may be made by a Saline County District Judge and City inmates may not be accepted or not accepted on a case-by-case basis.
 - c. When possible, the Sheriff's Office will make reasonable efforts to provide advance notice of possible reductions in capacity.
 - d. The County further agrees to make available to the City spaces inside the Detention Center utilized by the County for bond hearings and inmate interviews for use by the City for bond hearings and inmate interviews.
 - i. The Parties agree to cooperate with each other regarding the scheduling of the use of these spaces
6. **INMATE RELOCATION.** The County shall house City Inmates at the Detention Center, except as otherwise expressly provided in this Operational Cost Sharing Agreement. The County is permitted to relocate City Inmates to another jurisdiction if:
- a. There is a catastrophe at the Detention Center; or,
 - b. With the City's written permission.
7. **INMATE SERVICES.** The County shall provide inmate services in the same manner, and to the same extent, as the County furnishes to Federal, State, or County inmates.
- a. City Inmates will receive medical, mental health, and dental treatment, when medically necessary, as required by all applicable constitutional, statutory, or regulatory standards.
 - i. The City acknowledges that the costs for these treatments are included in the reasonable expenses incurred by the County, as contemplated by Ark. Code Ann. §§ 12-41-503 & 506.
 - 1. The cost of any medical, psychiatric, or dental or other treatment of City inmates, while in the Detention Center, shall be the primary responsibility of the City Inmate.
 - 2. The County will assist the City and undertake all reasonable efforts, when appropriate, to help recoup the costs associated with inmate services.
8. **NECESSARY CONDITIONS.** The Detention Center will accept City Inmates provided the following conditions are met.

- a. Necessary Records or Information. The arresting or transporting officer will provide, at a minimum, the following documentation:
 - i. An Arrest Disposition Report (“ADR”), containing the following:
 - 1. Name, date of birth, place of birth, next of kind, and current home address;
 - 2. Criminal charge information, including charging offense, presiding court, bond information, and court date(s) if the inmate has provided a bond.
 - b. Acute medical condition
 - i. Whether the arrestee received medical attention prior to their arrival at the Detention Center; or,
 - ii. The arrestee was refused acceptance to the Detention Center initially and was subsequently treated
 - 1. Continuity of care paperwork (including prescriptions, treatment instructions, or discharge information) from a physician shall be required.
 - a. Clearance from an EMT or first responder, or an arrestee's refusal to authorize care or treatment, is not sufficient for admission to the detention facility.
 - c. Critical medical needs. The City agrees to ensure that all critical medical needs of the arrestee are taken care of prior to their arrival at the Detention Center.
 - i. If a critical medical need is presented in the intake area, before the County fully accepts the arrestee, the County will contact the on-staff medical professional to determine the need for acute medical, mental health, or dental treatment prior to admission.
 - ii. This consultation with the County medical staff can occur in person or through video conference call.
9. **LEVY TO DEFRAY COST.** Arkansas Code Annotated § 16-17-129 authorizes the City to establish, by ordinance, a fee of twenty dollars (\$20) (“City Jail Fine”) to be paid by each defendant upon conviction, plea of guilty, plea of nolo contendere, or bond forfeiture for all misdemeanors, traffic violations, or other first or second-class fines, to defray the cost of incarcerating City Inmates.
- a. The City shall be solely responsible for collecting the City Jail Fines, if they have such an ordinance.
 - b. The City acknowledges that the City Jail Fines may be used as part of the payments made to the County pursuant to this Operational Cost Sharing Agreement, but the City will not segregate the City Jail Fines and submit it separately as a means of accomplishing the contractually mandated payment.
10. **DAILY PER DIEM RATE.** This Operational Cost Sharing Agreement will stand in lieu of the County charging the City the daily per diem costs for housing their City Inmates, as contemplated by Ark. Code Ann. §§ 12-41-503 & 506.
- a. If the City does not remit prompt payment as contemplated by this Operational Cost Sharing Agreement, the County reserves the right to request the Quorum Court pass an ordinance, establishing a daily fee to be charged for keeping City Inmates.

11. **PAYMENT RATE.** Payments shall be \$11,919.50 monthly (cumulatively \$143,034.00 annually), by check, made out to Saline County, care of the Saline County Comptroller, by the 15th of each month.
 - a. The Parties agree that the sum set forth above is the actual cost of housing City Inmates, as contemplated by Ark. Code Ann. §§ 12-41-503 & 506.

12. **SEVERABILITY.** In the event any term or condition of this Operational Cost Sharing Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions, or applications of this Operational Cost Sharing Agreement which can be given effect without the invalid term, condition, or application.
 - a. To this extent and purpose of the terms and conditions of this Operational Cost Sharing Agreement are declared severable.

13. **DAMAGES.** To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the Parties shall be responsible for their proportionate share of liability.

14. **GOVERNING LAW.** The Parties hereto agree that, except where expressly provided otherwise, the laws and administrative rules and regulations of the State of Arkansas shall govern in matters relating to this Operational Cost Sharing Agreement and a City Inmate's confinement under this Operational Cost Sharing Agreement.
 - a. If a dispute arises, either Party shall notify the other in writing of a dispute involving the interpretation or execution of this Operational Cost Sharing Agreement.
 - b. Within thirty (30) days of this notice, the Parties shall meet to resolve the dispute.
 - c. If the dispute is not resolved, then either Party may seek further remedies as allowed by law.
 - d. The Parties agree that any action to this Agreement shall be instituted in Saline County.

15. **NO THIRD-PARTY BENEFICIARIES.** This Operational Cost Sharing Agreement is not intended to benefit any person, entity, or municipality not a party to this Operational Cost Sharing Agreement, and no other person, entity, or municipality shall be entitled to be treated as a beneficiary of this Operational Cost Sharing Agreement.
 - a. This Operational Cost Sharing Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party.

16. **ENTIRE AGREEMENT.** This Operational Cost Sharing Agreement constitutes the entire agreement between the Parties, and supersedes any county or city ordinance establishing fees for housing of prisoners, during the term of this Operational Cost Sharing Agreement or any extension thereof.

17. **COUNTERPARTS.** This Operational Cost Sharing Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute on (1) and the same instrument.

IN WITNESS WHEREOF, this Operational Cost Sharing Agreement is executed on the dates listed below, for an on behalf of the Parties hereto, by their authorized representatives.

APPROVED BY:

Saline County

By:

X _____

Dated: _____

Name: _____

Title: _____

ATTEST: _____

Doug Curtis, County Clerk

City of Bryant

By:

X _____

Dated: _____

Name: _____

Title: _____

ATTEST: _____

Mark Smith, City Clerk