



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-041-2022

File Number: RES-22:043

Enactment Number: R-EN-041-2022

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH JAIL FEES
BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

WHEREAS, Craighead County, Arkansas operates a detention facility; and,

WHEREAS, the City of Jonesboro desires to house prisoners at said facility; and,

WHEREAS, the City of Jonesboro desires to establish a fixed rate to ensure fiscal stability.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro that:

SECTION 1: The City of Jonesboro shall enter into an Intergovernmental Agreement with Craighead County establishing jail fees as follows:

January 1, 2022 to December 31, 2022 in the amount of \$227,925.72 per month

SECTION 2: Mayor Harold Copenhaver and City Clerk April Leggett are authorized to execute such documents as are necessary to effectuate this agreement.

PASSED AND APPROVED THIS 1ST DAY OF MARCH 2022.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JONESBORO, ARKANSAS AND THE COUNTY OF CRAIGHEAD, ARKANSAS FOR KEEPING PRISONERS OF THE CITY OF JONESBORO IN THE CRAIGHEAD COUNTY DETENTION CENTER

THIS INTERGOVERNMENTAL AGREEMENT is entered into on this the 16TH day of February 2022 by and between the City of Jonesboro, Arkansas ("Jonesboro") and the County of Craighead, Arkansas ("Craighead").

WHEREAS, Craighead County, through its Sheriffs Department, provides a detention facility for the housing of prisoners; and

WHEREAS, Jonesboro desires to house certain of its prisoners in the Craighead County detention facility; and

WHEREAS, Craighead is required by Arkansas Code Annotated 12-41-503 to house Jonesboro prisoners subject to the terms and conditions of Arkansas Code Annotated 12-41-503 and pursuant to this agreement; and

WHEREAS, pursuant to Arkansas Code Annotated 12-41-506, Craighead and Jonesboro are authorized to enter into this intergovernmental agreement;

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

1. PURPOSES AND SECURITY PROVIDED. The purpose of this Agreement is to establish a formal binding relationship between Craighead County and City of Jonesboro for the detention of persons charged with, or convicted of violations of state or local law, or held as material witnesses at the Craighead County detention facility. Craighead County agrees to accept and provide for the secure custody, care and safe-keeping of Jonesboro prisoners in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Craighead County detention facility. Craighead further agrees to make available to Jonesboro spaces inside the Craighead detention facility currently utilized by Craighead for bond hearings and inmate interviews for use by Jonesboro for bond hearings and inmate interviews. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces.

2. PERIOD OF PERFORMANCE. This Agreement shall be in effect from January 1, 2022 through December 31, 2022 until terminated as hereinafter provided. However, the parties hereto may extend agreement upon terms and conditions mutually agreed upon prior to its expiration.

3. PAYMENT RATE

Payments shall be made monthly by the City of Jonesboro to Craighead County according to the following schedule;

January 1, 2022 to December 31, 2022 is \$227,925.72

4. PRIORITY. Craighead County shall not refuse any lawfully arrested inmate of the City of Jonesboro and shall give priority to prisoners from those municipalities within Craighead County over those from other counties pursuant to State law. Further, the respective duties of the Jonesboro Police Department and the Craighead County Sheriffs Department as currently conducted will not change, due to this agreement.

5. MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties, and supersedes any county ordinance establishing fees for housing of prisoners, during the term of this agreement or any extension thereof.

6. PAYMENT SCHEDULE. That the amount of money to be paid and the payment schedule previously agreed upon remains unchanged.

7. RESPONSIBILITY. That the responsibilities of the respective parties remain as previously agreed.

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