

RESOLUTION NO. 2023- 12-1092R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PER CAPITA JAIL FEE AGREEMENT BY AND BETWEEN THE CITY OF TONTITOWN AND WASHINGTON COUNTY, ARKANSAS FOR THE PURPOSE OF CHARGING MUNICIPALITIES FOR HOUSING OF THEIR PRISONERS IN THE WASHINGTON COUNTY JAIL.

WHEREAS, the Washington County Quorum Court passed Ordinance 2019-60 which established a daily rate to be charged to all municipalities for housing of their prisoners in the Washington County Jail; and

WHEREAS, the City of Tontitown has received a Per Capital Jail Fee Agreement, attached hereto as Exhibit "A", which establishes the amount to be charged to the City for keeping municipal prisoners at the Washington County Jail based on the population of the Municipality as calculated by the U.S. Census Bureau in their annual population estimates; and

WHEREAS, the City Council has reviewed the proposal and has determined that it is in the best interest and benefit of the community to authorize the Mayor to execute the Per Capital Jail Agreement, attached hereto as Exhibit "A", by and between the City of Tontitown and Washington County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas:

**Section 1.** The City Council hereby authorizes the Mayor to execute the Per Capital Jail Agreement by and between the City of Tontitown and Washington County, Arkansas for the purpose of charging municipalities for housing of their prisoners in the Washington County Jail, as set forth in the attached Exhibit "A".

**Section 2.** The Mayor and his designee are hereby authorized to take all such action as necessary in connection therewith.

PASSED AND APPROVED this 19 day of December 2023.

APPROVED:

Angela Russell  
Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)





### **PER CAPITA JAIL FEE AGREEMENT**

This Agreement is entered into by and between Washington County, Arkansas ("Washington County") and the City of Tontitown, Arkansas ("Municipality") and will become binding on the parties upon the signing of this agreement.

#### **W I T N E S S E T H :**

**WHEREAS**, the Washington County Quorum Court passed Ordinance 2019-60 that established a daily rate to be charged to all municipalities for housing of their prisoners in the County Jail; and,

**WHEREAS**, said Ordinance allows a municipality to enter into a contract with Washington County that establishes as amount to be charged for keeping municipal prisoners at the County Jail in lieu paying the daily rate; and

**WHEREAS**, Washington County and the Municipality desire to enter into said agreement in lieu of paying the daily jail rate, as memorialized herein; and

**WHEREAS**, the per capita fee amount paid each year by the Municipality shall be calculated based upon the projected shortfall in the Maintenance and Operations Budget of the County Jail provided by the County Treasurer during the previous year, as published and provided to the Municipality.

#### **IT IS THEREFORE HEREBY AGREED THAT:**

Section 1. Payments. To fund the Washington County Jail's maintenance and operation costs, the Municipality agrees to pay a *per capita* fee based on the population of the Municipality as calculated by the US Census Bureau in their annual population estimates.

Section 2. Annual Review. The Washington County Judge shall request that the Washington County Treasurer estimate the Washington County Jail shortfall amount by September 1<sup>st</sup> of each year. The County Judge shall send notice to the Municipality of the estimated shortfall amount and the population estimate of the Municipality by October 1<sup>st</sup> of each year. All notices shall be in writing and shall be provided to the Mayor and Chief of Police<sup>1</sup> of the Municipality.

Section 3. Fee Calculation. The projected shortfall in the County Jail budget shall be divided by the sum of the populations of each Municipality in Washington County and the population of the unincorporated portions of Washington County to determine the per capita fee.

Section 4. Agreement Due Date. Any Municipality that chooses to participate in the per capita fee payment in lieu of the daily rate fee shall provide a signed agreement to the Washington County Judge by December 31<sup>st</sup> of each year. Any Municipality that does not provide a signed agreement to the County Judge by December 31<sup>st</sup> of each year shall pay the daily rate as established by Ordinance of the Washington County Quorum Court.

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<sup>1</sup> For a Municipality that does not have a Chief of Police, the notice shall on by sent to the Mayor of said Municipality.



Section 3. Payment Due Date. The Municipality shall pay the per capita fee amount by February 1<sup>st</sup> of each year. Any Municipality that enters into this Agreement that fails to pay by February 1<sup>st</sup> of each year shall be charged, retroactively, the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 4. Ratification. If a Municipality fails to ratify this agreement, that Municipality shall be charged the daily rate as established by Ordinance of the Washington County Quorum Court.

Section 6. Duration. This Agreement shall become effective on January 1<sup>st</sup> of each year and shall end on December 31<sup>st</sup> of each year. This Agreement may be renewed for an additional year via a contract addendum with updated data and executed by the Municipality and Washington County by December 31<sup>st</sup> of each year.

Section 7. Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

Section 9. Ownership and Disposition of Property. Washington County owns and will continue to own all property used by the County Jail. The Municipality will have no legal authority, right, or title to the facility that houses the County Jail or the personal property contained therein.

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Section 10. Per Capita Jail Fee Amount. The per capita jail fee amount charged to the Municipality for the fiscal year 2024, shall be as follows:

City	2020 Population Estimates *	Per Capita Amount
Washington County	40,497	32,941.60
Elkins	3,602	2,929.99
Elm Springs	1,896	1,542.27
Farmington	7,584	6,169.09
Fayetteville	93,949	76,421.40
Goshen	2,102	1,709.84
Greenland	1,213	986.70
Johnson	3,609	2,935.69
Lincoln	2,294	1,866.02
Prairie Grove	7,045	5,730.65
Springdale	75,083	61,075.14
Tontitown	4,301	3,498.58
West Fork	2,331	1,896.12
Winslow	365	296.90
<b>TOTAL POPULATION WASHINGTON COUNTY</b>	245,871	200,00.00

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Angela Russell  
Mayor of Tontitown

12-21-23  
Date

DocuSigned by:  
Catherine Baker  
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12/5/2023

Section 10. For Capital and for Amount. The per capita for the amount charged to the Municipality for the fiscal year 2024, shall be as follows:

City	2023 Population	Per Capita Amount
Washington County	40,487	\$2,941.60
Elgin	3,903	\$2,929.93
Elgin Springs	1,898	\$2,942.32
Lawrence	1,584	\$2,949.00
Peapack	82,212	\$2,942.40
Golden	1,101	\$2,949.44
Greenland	1,513	\$2,949.70
Johnson	1,509	\$2,949.00
Lincoln	1,504	\$2,949.02
Prater Grove	1,042	\$2,949.82
Springdale	12,183	\$2,942.14
Townsend	4,101	\$2,949.20
West Ford	1,333	\$2,949.12
Winstow	898	\$2,949.30
<b>TOTAL POPULATION</b>	<b>247,271</b>	<b>\$2,949.00</b>

IN WITNESS WHEREOF, the parties have signed this Agreement.

\_\_\_\_\_  
Washington County Judge  
Date: 12-21-23

Washington County, AR  
I certify this instrument was filed on  
12/28/2023 08:09:51 AM  
and recorded in Real Estate  
File Number 2023-00033186  
Kyle Sylvester - Circuit Clerk  
by \_\_\_\_\_