

ORDINANCE NO. 178

AN ORDINANCE AUTHORIZING THE MAYOR OF GOSHEN TO ENTER INTO PER CAPITA JAIL FEE AGREEMENT BY AND BETWEEN THE CITY OF GOSHEN AND WASHINGTON COUNTY, ARKANSAS

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

WHEREAS, said Washington County Ordinance allows a municipality to enter into a contract with Washington County that establishes an amount to be charged for keeping municipal prisoners at the County Jail at a per capita fixed rate established by the County, in lieu paying the daily rate;

WHEREAS, the City of Goshen desires to enter into an agreement with Washington County to pay a lump sum for the year 2020 at the per capita rate, in lieu of paying the daily jail rate, to allow the City to prepare a budget for the year 2020 and to avoid the economic uncertainty of the daily rate;

WHEREAS, the Washington County Ordinance requires the City of Goshen to return a signed Per Capita Jail Fee Agreement to the Washington County Judge by December 31, 2019 in order to pay the fixed per capita rate in lieu of the daily rate; and

WHEREAS, the City Council of the City of Goshen, Arkansas authorizes the Mayor to enter into and to execute the Per Capita Jail Fee Agreement, attached hereto as Exhibit A, with Washington County, Arkansas, for the year 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GOSHEN:


ARTICLE 1. That the attached agreement to pay Washington County, Arkansas the amount of \$4,829.03 for housing prisoners of Goshen at the Washington County Jail for the year 2020 is hereby approved, and the funds are hereby appropriated from General fund.

ARTICLE 2. The Mayor of Goshen is hereby authorized to execute the original of such agreement on behalf of the City of Goshen, and the Recorder/Treasurer is directed to pay the amount of \$4,829.03 to Washington County before February 1, 2020, as required by the attached agreement.

ARTICLE 3. Emergency Clause. In order to provide adequate funds to pay for the housing of City prisoners at the fixed per capita rate and to avoid taking funds from critical City services to pay the default daily rate, it is hereby declared that an emergency exists, and this

Ordinance being necessary for the preservation of the health, safety, and welfare of the citizens of Goshen, Arkansas shall be effective immediately upon its passage, approval and publication.


PASSED AND APPROVED this 12TH day of Nov, 2019.


Cathy Oliver, Mayor

ATTEST:


Linda Moore, Recorder / Treasurer

APPROVED AS TO FORM:


Brian C. Hogue, City Attorney

ROLL CALL

Names of those voting YEA

Colton Martin
Birch Wright
John Vaillancourt
Bill Hewat
Angie Driver

Names of those voting NAY

Absent

Paula Anderson

ROLL CALL ADOPTING THE EMERGENCY CLAUSE

Names of those voting YEA

Colton Martin
Birch Wright
Angie Driver
John Vaillancourt
Bill Hewat

Names of those voting NAY

Absent

Paula Anderson

PER CAPITA JAIL FEE AGREEMENT

This Agreement is entered into by and between Washington County, Arkansas ("Washington County") and the City of Goshen, 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 an amount to be charged for keeping municipal prisoners at the County Jail in lieu of 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:

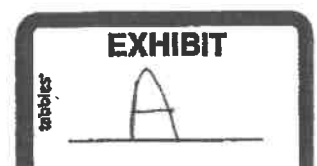
Section 1. Payments. To fund the Washington County Jail's maintenance and operation costs, the Municipality agrees to pay a *per capita* fee based on the population of the Municipality as calculated by the US Census Bureau in their annual population estimates.

Section 2. Annual Review. The Washington County Judge shall request that the Washington County Treasurer estimate the Washington County Jail shortfall amount by September 1st 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 1st of each year. All notices shall be in writing and shall be provided to the Mayor and Chief of Police¹ 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 31st of each year. Any Municipality that does not provide a signed agreement to the County Judge by December 31st of each year shall pay the daily rate as established by Ordinance of the Washington County Quorum Court.

¹ For a Municipality that does not have a Chief of Police, the notice shall be sent to the Mayor of said Municipality.



Section 3. Payment Due Date. The Municipality shall pay the per capita fee amount by February 1st of each year. Any Municipality that enters into this Agreement that fails to pay by February 1st 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 1st of each year and shall end on December 31st 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 31st 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 2020, shall be as follows:

City	2018 Population Estimates *	Per Capita Amount
Washington County	40,726	\$104,665.82
Elkins	3,179	\$8,170.03
Elm Springs	2,222	\$5,710.54
Farmington	7,218	\$18,550.26
Fayetteville	86,751	\$222,950.07
Goshen	1,879	\$4,829.03
Greenland	1,434	\$3,685.38
Johnson	3,736	\$9,601.52
Lincoln	2,474	\$6,358.18
Prairie Grove	6,313	\$16,224.41
Springdale	73,964	\$190,087.48
Tontitown	4,003	\$10,287.71
West Fork	2,635	\$6,771.95
Winslow	427	\$1,097.39
TOTAL POPULATION WASHINGTON COUNTY	236,961	
TOTAL JAIL SHORTFALL		\$608,989.77

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Mayor of Goshen

Date

PER CAPITA JAIL FEE AGREEMENT

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11/13/2019

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Cathy Oliver

Mayor of Goshen

11/13/19

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11/13/2019

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