

City of Fayetteville Staff Review Form

2021-0815

Legistar File ID

11/2/2021

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

10/15/2021

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the FY2022 Per Capita Jail Fee Agreement with Washington County, Arkansas for housing prisoners in the County Jail in the amount of \$76,421.40.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 321,760.00

Funds Obligated \$ 170,281.90

Current Balance \$ **151,478.10**

Does item have a cost? Yes

Item Cost \$ 76,421.40

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ **75,056.70**

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 2, 2021

TO: Mayor and City Council

A handwritten signature in black ink, appearing to read "Mike Reynolds", is written over the "TO:" line.

FROM: Mike Reynolds, Chief of Police

DATE: October 15, 2021

SUBJECT: **FY2022 Per Capita Jail Fee Agreement with Washington County**

RECOMMENDATION:

Staff recommends approval of the FY2022 Per Capita Jail Fee Agreement with Washington County, Arkansas for housing prisoners in the County Jail in the amount of \$76,421.40.

BACKGROUND:

The City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004. The agreement, with periodic amendments, allows that Washington County will provide jail space for City of Fayetteville prisoners in exchange of the City paying a set price for each booked prisoner. In 2019, the City of Fayetteville paid fees based on \$62.00 per booked prisoner charged with misdemeanor crimes and no charge for prisoners booked with felony crimes.

On September 19, 2019, the Washington County Quorum Court passed Ordinance 2019-60 establishing a municipal daily jail fee of \$63.12 per prisoner per day for all charges. This daily fee had the potential to significantly multiply our annual payment for jail services. Alternatively, the Washington County Judge developed a per capita jail fee based on County jail budget projected shortfall (\$200,000.00) and population estimates for municipalities. The 2021 per capita jail fee for the City of Fayetteville was \$91,553.45 (approximately \$1.05 per resident multiplied by our population of 87,590).

DISCUSSION:

In 2022, Washington County projects a shortfall of \$200,000.00. Based on the per capita jail fee for 2022, the City of Fayetteville represents approximately 38% of their service population. This results in a per capita jail fee of \$76,421.40 (approximately \$0.81 per resident multiplied by our population of 93,949) for Fayetteville. The per capita jail fee is a lump sum payment payable to Washington County.

BUDGET/STAFF IMPACT:

The \$76,421.40 per capita jail fee is included in our 2022 Proposed Annual Operating Budget. This agreement has no impact on staffing.

Attachments:

2022 Per Capita Jail Fee Agreement

PER CAPITA JAIL FEE AGREEMENT

This Agreement is entered into by and between Washington County, Arkansas (“Washington County”) and the City of Fayetteville, 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 2022, 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
TOTAL POPULATION WASHINGTON COUNTY	245,871	200,00.00

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Mayor of Fayetteville

Date