

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MILLER, ARKANSAS AND THE CITY OF
TEXARKANA, ARKANSAS; FOR HOUSING CERTAIN JUVENILES DETAINED
BY THE CITY OF TEXARKANA IN THE LANTZ LURRY JUVENILE
DETENTION CENTER**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2022, by and between the County of Miller, Arkansas (“Miller County”), and the City of Texarkana, Arkansas (“City”).

WHEREAS, Miller County operates the Lantz Lurry Juvenile Detention Center (the “JDC”) for the housing of detained juveniles; and

WHEREAS, the City of Texarkana, Arkansas desires to house City-Detained Juveniles (as hereinafter defined) in the JDC); and

WHEREAS, the County and the City have reached an agreement concerning matters between the parties as relate to the JDC, all as more specifically set forth herein; and

WHEREAS, the parties desire to enter into this written Agreement setting for the terms and conditions of such agreement reached; and,

WHEREAS, to the extent that any prior agreements, whether or not currently enforceable, unenforceable, observed, written, verbal, unobserved or otherwise exists, between the parties or to which the City and the County are parties concerning the JDC, the City’s obligations with respect to the JDC, and/or the housing of juveniles within the JDC, the parties are in agreement that it is in the best interest of Miller County and the City that any and all such prior agreements be replaced in their entirety with this Agreement; City-Detained Juveniles

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

1. Purpose and Security Provided. The purpose of this Agreement is to establish an updated, formal binding relationship between County and City concerning the JDC, the City’s obligations with respect to the JDC, and the housing of City-Detained Juveniles within the JDC in the care and under the supervision of the County. Miller County agrees to accept and provide for the secure custody, care and safe keeping of City-Detained Juveniles in accordance with laws, standards, policies, procedures or court orders applicable to the operations of the JDC.
2. City-Detained Juveniles, Defined. The term “City-Detained Juveniles” (or “City-Detained Juvenile,” as the context may require, shall herein mean those juveniles

who are arrested or detained by Texarkana, Arkansas, law enforcement officers and delivered to the JDC (or such other point of intake per the direction of Miller County) for incarceration with Miller County in the JDC, from the point of intake until the earlier to occur of: (a) filing of a petition by the prosecuting attorney or other office or agency charged with performing such function; (b) any charging by the prosecuting attorney on a felony offense; (c) sentencing on a misdemeanor offense; or, (d) release on a municipal-ordinance violation.

3. Period of Performance. The initial term of this Agreement will commence upon the Effective Date (hereinafter defined) and continue until the next occurring December 31. Furthermore, absent termination, this Agreement shall automatically renew for successive twelve (12) month periods. Either party may terminate this agreement at any time, for any reason or for no reason, upon not less than sixty (60) days written notice to the other. The parties represent and warrant to the other that the City Manager for the City of Texarkana, Arkansas (or such interim city manager then appointed by the Board of Directors for the City of Texarkana, Arkansas), and the County Judge for Miller County, Arkansas, are, respectively, vested with the authority to terminate this Agreement in accordance with the terms of this Section 3. Termination shall not relieve either party of any obligation that such party had hereunder or otherwise pursuant to applicable law arising prior to termination.
4. Daily Rate. INITIAL TERM. The City of Texarkana, Arkansas pay to Miller County a daily rate during the initial term of this Agreement as follows:

City-Detained Juveniles: Eighty Dollars (\$80.00) per day for City-Detained Juveniles housed by the City with Miller County in accordance with this Agreement.

ANNUAL RATE ADJUSTMENT. For each renewal term, the then-existing daily rate shall be adjusted in accordance with this provision. Specifically, the daily rate for then-commencing renewal term shall be determined by increasing the daily rate for the then-expiring term by a percentage equal to the lesser of (i) three percent (3.00%); or, (ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor, using the index entitled "Consumer Price Index - All Items and Major Group Figures for all Urban Consumers (CPI-U) South Region (1982-84 = 100)" (or the nearest comparable data on changes in the cost of living if such index is no longer published) as determined by comparison of the above-identified CPI figure for January 1 of the then-expiring term, with that of January 1 for the then-commencing renewal term. Notwithstanding the foregoing, in no event shall the daily rate for a renewal term be less than the daily rate for the immediately preceding term.

5. Payment Schedule. Miller County will provide to the City of Texarkana, Arkansas, a roster reflecting the City-Detained Juvenile daily count for each calendar month. The roster will contain such information as may be reasonably requested by the City to confirm the City-Detained Juvenile daily count (including, without limitation, City-Detained Juvenile identity) and be delivered to the City by the 10th day of each calendar month. The roster shall be accompanied by a corresponding invoice for the period of time covered by the roster. Following review and reconciliation of the roster and invoice, the City of Texarkana, Arkansas will remit payment via electronic deposit into the account established and identified by Miller County within 30 days of the reconciled roster / invoice. In the event of a dispute of any charge on the invoice, the City shall not withhold payment for any undisputed portion of the invoice pending resolution of the disputed portion.

6. Priority Placement. Unless otherwise prohibited by applicable law, County agrees to provide priority placement status to City-Detained Juveniles over the placement status of juveniles of any other entity (including, without limitation, any county, agency, or municipality (other than the County itself)); provided, however, of JDC overcrowding or other issues that limit the available space, the City agrees to suspend the presentation of additional City-Detained Juveniles at the JDC until such time as said overcrowding issue has been resolved. Miller County reserves the right to determine when the JDC is at or exceeds the maximum occupancy level. All City-Detained Juveniles booked into the JDC are subject to all laws, rules, regulations and policies adopted by and applicable to Miller County in connection its operation of the JDC and solely under the supervision of Miller County and its officers and employees.

7. Medical Costs and Fees. No City-Detained Juvenile housed at the JDC shall be denied access to emergency medical and pain care and Miller County shall provide emergency transportation (subject to reimbursement as herein after contemplated) for such treatment. The City-Detained Juvenile (or the juvenile's legal guardian or parent) shall be the primary obligor and responsible party of all medical costs and treatment provided. As between Miller County and the City, the City shall be responsible for all reasonable outside medical expenses of City-Detained Juveniles (not including regular care provided by Miller County employees or medical professionals engaged by Miller County to provide regular on-site care for persons held within the JDC). Miller County shall provide a monthly invoice to the City for reimbursement of such costs, along with such documentation or authorization to communicate discuss directly with third-party medical providers as may be reasonably requested by the City to determine the reasonableness and necessity of the professional medical services for which reimbursement is sought.

8. Transportation. The City of Texarkana, Arkansas shall be responsible for reasonable transportation costs, security and transporting of City-Detained Juveniles from the JDC to Texarkana Arkansas District Court sessions and transporting from Texarkana, Arkansas, District Court to the JDC and non-emergency medical visits.
9. Court. Nothing contained in this Agreement shall be deemed to require Miller County to provide courtroom security for Texarkana, Arkansas District Court.
10. Modification. This Agreement may not be modified or amended absent written agreement, executed by Miller County and the City, in accordance with applicable law.
11. Effective Date. This Agreement shall become effective upon the date hereof (the "Effective Date").
12. City-Detained Juveniles at the JDC between January 1, 2022, and the Effective Date. Within thirty (30) days of the Effective Date, Miller County shall provide the City with a statement (count and roster), accompanied by such supporting information as may be reasonably requested by the City, of all City-Detained Juveniles detained within the JDC between January 1, 2022, and the Effective Date, the City, no later than ninety (90) days following the Effective Date (or sixty days following the date of receipt of the statement contemplated in this Section, whichever is the latter to occur), shall pay to Miller County an amount equal to what would have otherwise been paid by the City to Miller County in accordance with the terms of this Agreement had this Agreement been made effective on January 1, 2022, less amounts for and applicable to such time period that have already been paid by the City to Miller County.
13. Initial Coordination and First Payment. The parties agree to coordinate and work together to establish processes for the exchange and review of information as contemplated herein throughout the term of this Agreement. Furthermore, the parties acknowledge and agree that additional time may be required in order to establish such internal and coordinated processes for the exchange and review of the information contained herein for and relating to the regular accounting of City-Detained Juveniles and corresponding amounts due from the City for the same. Accordingly, notwithstanding anything contained herein to the contrary, in no event shall any payment or reimbursement contemplated herein be due or payable on or before the ninety (90) days following the Effective Date.
14. Complete Agreement. This agreement constitutes the entire Agreement between the parties and supersedes any prior agreement, county or city ordinance concerning or relating to the City and the JDC, the City's Obligations with respect

to the JDC, and/or the housing of Juveniles within the JDC. This Agreement further constitutes full resolution of all past or existing matters between the parties concerning the JDC, the City's obligations with respect to the JDC, and/or the housing of Juveniles within the JDC.

15. Notice. MANNER. Any notice hereunder shall be by certified mail, return receipt requested; reputable overnight delivery company; courier, or hand delivery (including by utilization of law enforcement personnel for such purpose). Either party hereto, by written notice to the other, change its notice address set forth below

TO COUNTY. Any notice hereunder by the City to the County shall be given by the City Manager (or, in the absence of the same, any "interim" or "acting" city manager) for the City to:

Miller County, Arkansas
Attention: County Judge for Miller County
400 Laurel Street, #115
Texarkana, Arkansas 71854

TO CITY. Notice by the County to the City shall be given by the County Judge for the County to:

City of Texarkana, Arkansas
Attention: City Manager
216 Walnut Street
Texarkana, Arkansas 71854

16. Benefit Inured. This Agreement shall not inure to the benefit of entities not expressly a party hereto (including, without limitation, any other municipalities or counties) within or without the State of Arkansas.
17. Miscellaneous. The waiver of any obligation or right pursuant to this agreement of either party by the other shall not constitute or be deemed to constitute a subsequent waiver of such right or obligation. This Interlocal Agreement shall be approved or ratified by the Quorum Court of Miller County, Arkansas, and the City of Texarkana, Arkansas. Such agreement shall be filed with the County Clerk, and the city clerk of Texarkana, Arkansas. The County Judge shall enter a County Court Order adopting the terms of this Agreement along with the respective ordinances of the parties authorizing or ratifying this interlocal agreement. In the event that any term or provision of this Agreement is determined to be contrary to or unenforceable the laws of the State of Arkansas

or United States of America, such invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

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

COUNTY OF MILLER, ARKANSAS

CITY OF TEXARKANA, ARKANSAS

BY: _____
COUNTY JUDGE
Cathy Harrison

BY: _____
CITY MANAGER
Jay Ellington

ATTEST:

COUNTY CLERK, Stephanie Harvin

CITY CLERK, Heather Soyars