



WASHINGTON COUNTY, ARKANSAS

County Courthouse

MEETING OF THE WASHINGTON COUNTY QUORUM COURT JAIL/LAW ENFORCEMENT/COURTS COMMITTEE

Monday, February 10, 2020
Immediately following Personnel Meeting
Washington County Quorum Court Room

Judith Yanez
Patrick Deakins
Sam Duncan

Chair Lance Johnson

Shawndra Washington
Vice-Chair Willie Leming
Ann Harbison

A G E N D A

1. CALL TO ORDER AND WELCOME

2. ADOPTION OF AGENDA

At the beginning of each meeting, the agenda shall be approved. Any JP may request an item be added or removed from the agenda subject to approval of the Committee.

3. JUVENILE DETENTION

- Monthly Statistics Report (3.1 – 3.6)

4. SHERIFF'S OFFICE

- Enforcement Activity Report (4.1)
- Detention Activity Report (4.2)
- Pre-Trial vs Total Bed Count (4.3)
- Release Report (4.4)

5. OMBUDSMAN'S REPORT (5.1 - 5.2)

6. WASHINGTON COUNTY CRIMINAL JUSTICE WORKGROUP REPORT –
SHERIFF TIM HELDER

7. DISCUSSION ON THE LEASE AGREEMENT ON COUNTY BUILDINGS AT
100 AND 114 N COLLEGE, FAYETTEVILLE- JP PATRICK DEAKINS (7.1)

8. A RESOLUTION TO ADDRESS THE ISSUE OF HOUSING FEDERAL INMATES IN
THE WASHINGTON COUNTY DETENTION CENTER- JP PATRICK DEAKINS,
JP JUDITH YANEZ, AND JP SAM DUNCAN Item 20-R-002(8.1)

9. **A RESOLUTION TO ADDRESS THE ISSUE OF HOUSING STATE INMATES IN THE WASHINGTON COUNTY DETENTION CENTER - JP PATRICK DEAKINS, JP JUDITH YANEZ, AND JP SAM DUNCAN** Item 20-R-001 (9.1)
10. **WASHINGTON COUNTY CRIMINAL JUSTICE ASSESSMENT** (10.1)
11. **PUBLIC COMMENT**
Twelve-minute comment period with a three-minute limit for each individual to comment on items on the agenda.
12. **ADJOURNMENT**

Washington County Juvenile Detention Center
885 Clydesdale
Fayetteville, AR 72701
N. Denyse Collins, Director
444-1670, ext.3

Joseph Wood
Washington County Judge

Memo

To: Judge Joseph Wood
From: Denyse Collins, Director
CC: Chief Carl Gales, Patricia Burnett, Norma Frisby, Kendrick Sexton
Date: February 03, 2020
Re: Juvenile Detention Monthly Statistics Report, January 2020

Please find attached the following statistical reporting for the Washington County Juvenile Detention Center for the month of January 2020:

- Daily population count
- Detention data comparisons for 2019 and 2020
- Totals and averages, 2019 and 2020
- Average daily population for January: 24.97
- Number of transports: 17

Washington County Juvenile Detention Center Daily Population Count for January 2020

The information contained within this report was developed using the center's daily population count forms, which were designed to provide the Juvenile Court staff with daily population information.

January 2020

01 Population 29	02 Population 29	03 Population 26	04 Population 25	05 Population 26	06 Population 25	07 Population 21
08 Population 23	09 Population 24	10 Population 24	11 Population 24	12 Population 25	13 Population 25	14 Population 24
15 Population 23	16 Population 24	17 Population 23	18 Population 22	19 Population 24	20 Population 24	21 Population 24
22 Population 19	23 Population 22	24 Population 18	25 Population 17	26 Population 17	27 Population 22	28 Population 20
29 Population 23	30 Population 23	31 Population 23				
				Day of the Month	Daily Population	

Washington County Juvenile Detention Center Detention Data Comparisons

The following information is a comparison of detention data elements for the month of January for 2019 and 2020.

Statistical Information	2019	2020
Average number of intakes per day	1.03	1.26
Number of intakes (total for period)	32	39
Number of days of detention (total for period)	230	261
Average age	15.31	15.18
Average length of stay	7.19	6.69

Top Five Offenses Used for Detention			
2019		2020	
Offense	# of Intakes	Offense	# of Intakes
Disorderly Conduct (Misdemeanor)	6	Battery-3 (Misdemeanor)	6
Battery-3 (Misdemeanor)	5	Fleeing (Misdemeanor)	6
Probation Violation (Felony)	4	Theft by Receiving (Felony)	6
Probation Violation (Misdemeanor)	3	Burglary (Felony)	4
Criminal Mischief (Misdemeanor)	3	Act as Accomplice (Misdemeanor)	4

Washington County Juvenile Detention Center

Totals and Averages

This report covers 31 days

1/1/2020 to 1/31/2020

The Avg. Daily Intake is 1.26

Intakes	39
Days of Detention	261
Average Age	15.18
Average Stay	6.69

Totals and Averages by County and Percentage of Facility Use

Start Date 1/1/2020 **End Date** 1/31/2020

This report covers 31 days

County	# Intakes	# Detention Days	Average Stay	Av. Daily Intake	Percentage of Total Days
Baxter	1	1	1.00	0.03	0.38 %
Madison	3	47	15.67	0.10	18.01 %
Washington	35	213	6.09	1.13	81.61 %
	39	261	6.69	1.26	100.00 %

Totals and Averages by Court

Court	# of Intakes	# of Days	Avg. Stay
Juvenile	39	261	6.69

Washington County Juvenile Detention Center

Totals and Averages

This report covers 31 days 1/1/2019 to 1/31/2019
 The Avg. Daily Intake is 1.03

Intakes	32
Days of Detention	230
Average Age	15.31
Average Stay	7.19

Totals and Averages by County and Percentage of Facility Use

Start Date 1/1/2019 **End Date** 1/31/2019

This report covers 31 days

County	# Intakes	# Detention Days	Average Stay	Av. Daily Intake	Percentage of Total Days
Washington	32	230	7.19	1.03	100.00 %
	32	230	7.19	1.03	100.00 %

Totals and Averages by Court

Court	# of Intakes	# of Days	Avg. Stay
Juvenile	31	220	7.10
Municipal	1	10	10.00

Washington County Juvenile Detention Center

Average Daily Population	
69	Total admits
774	Total days
24.97	Average daily population

January 2020	
Sentenced	8
Currently Holding	2
6	Adult charged youth currently holding
2	FINS
0	DYS
1	Early release to treatment or other appropriate facility
0	CSTP
2	Sent to acute placement

Transports	
17	Transports
14	Transports in town
3	Out of town transports
6	Other agency transported/parent or legal guardian
11	JDC transports

Washington County Sheriff's Office

Activity Report

4.1

	<u>January</u>		<u>January</u>	
	2020	2019	2020	2019
Patrol				
Calls for Service:	2,359	2,296	2,359	2,296
Animal Calls:	128	117	128	117
Civil Process				
Papers Entered:	327	284	327	284
No Charge:	234	199	234	199
Papers Served:	310	265	310	265
Service Attempts:	348	358	348	358
Warrants				
Warrants Entered:	681	621	681	621
Warrants Served:	615	638	615	638
Training				
Hours Trained:	4,236	4,276	4,236	4,276
Communications				
Regular Calls:	14,272	15,866	14,272	15,866
911 Calls:	595	669	595	669

Washington County Detention Center Activity Report

January

January

2020

2019

2020

2019

Detention

Intakes:	1,134	1,092	1,134	1,092
Sent To Prison:	95	11	95	11
Daily Average:	765	701	765	701
Daily Average: (Female)	152	138	152	138

Detention Board Days

State Prisoners:	3,088	3,846	3,088	3,846
	X \$30/day =	\$ 92,640		
Federal Prisoners:	2,565	2,216	2,565	2,216
	X \$62/day =	\$ 159,030		
Madison County:	1,108	660	1,108	660
	X \$63.12/day =	\$ 69,937		
County Commits:	1,452	246	1,452	246
Pre-Trial:	12,770	12,260	12,770	12,260
All Detainees:	22,957	21,044	22,957	21,044

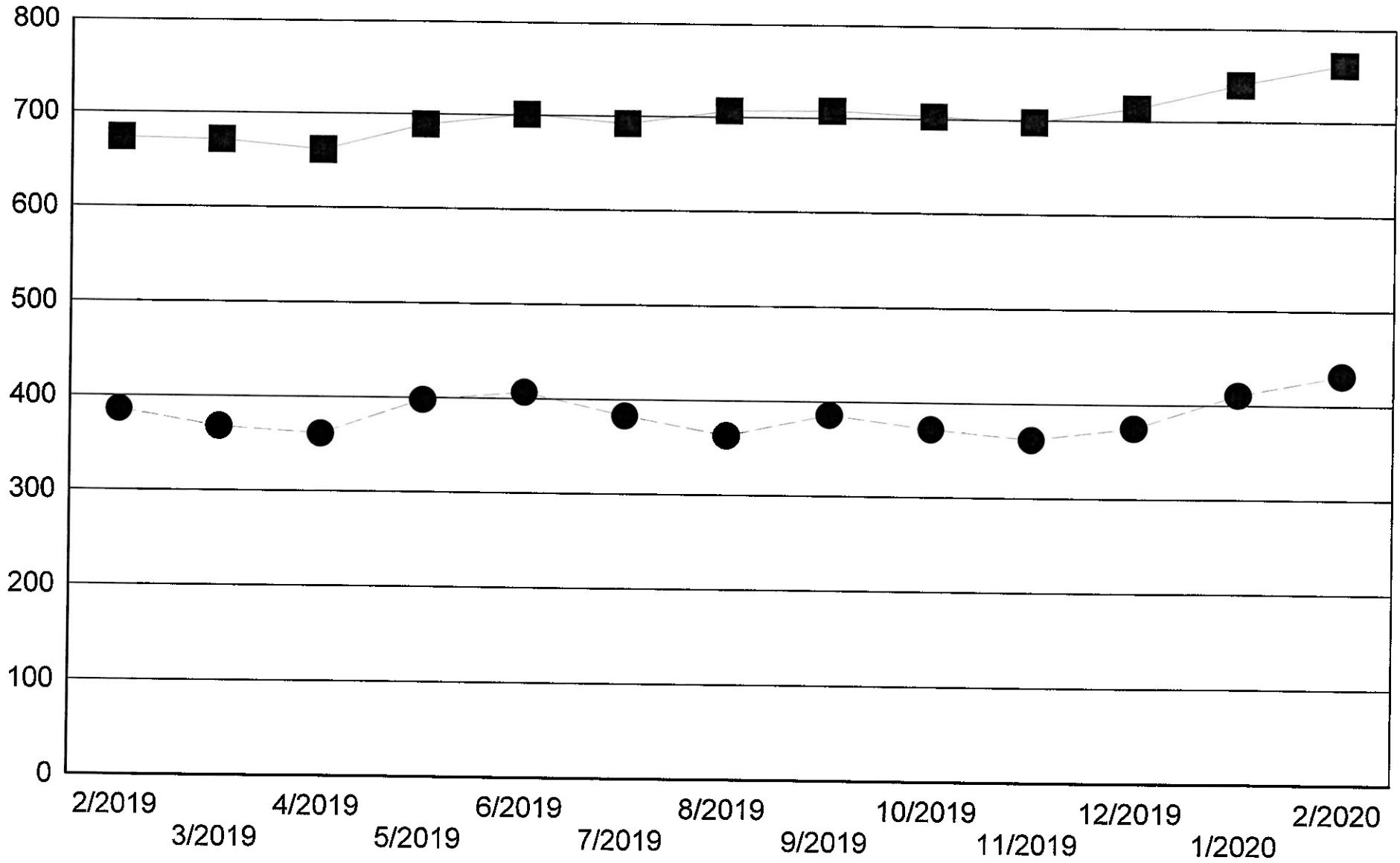
Outside Workers

Community Service:	62	94	62	94
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Transport

Transport Miles:	36,250	40,698	36,250	40,698
In County:	1,166	1,001	1,166	1,001
Out of County:	170	168	170	168

Detention Pre-Trial vs Total Bed Count



Month	Bookings	Released	Released	
		Sheriff's Order	OR	Total
January	1132	182	75	257
Feburary				0
March				0
April				0
May				0
June				0
July				0
August				0
September				0
October				0
November				0
December				0
Total	1,132	182	75	257

WASHINGTON COUNTY JAIL OMBUDSMAN PROJECT

REPORT TO THE WASHINGTON COUNTY QUORUM COURT JAIL COMMITTEE, AND TO THE COUNTY JUDGE AND THE JUSTICES OF THE PEACE OF THE FULL QUORUM COURT FOR DECEMBER 2019 AND JANUARY, 2020

Submitted by Stanley E. Adelman
 Washington County Jail Ombudsman
 February 6, 2020

INTRODUCTION

Following a hiatus over the Christmas and New Year's holidays and the University of Arkansas winter semester break, the Washington County Jail Ombudsman Project resumed regular activities at the jail, interviewing detainees and advocating for the pretrial release of low-risk individuals, in mid-January.

This report will summarize our activities over December and January, and will also focus on the findings and recommendations we have arrived at based on our activities since we began providing services to the County at the jail in September 2019. This report will also look ahead to decisions the Quorum Court will consider when the Ombudsman Project's original pilot funding is fully spent, probably in May or June of this year.

As stated in my brief report for December, we (my invaluable *pro bono* U. of A. law students and myself) have been most gratified by the cooperation we have received, and the results we have achieved working together with criminal justice officials and agencies on behalf of indigent detainees, but there remains much more work to be done in helping the County in its effort to minimize the incidence of persons incarcerated not because of dangerousness, but because of poverty. As will be discussed in further detail below, our successes have been gratifying, but limited by the continuing excessively punitive treatment of FTA's, which has, preventably, exacerbated the overcrowded conditions at the jail. The criminal justice system in Washington County can, and must, do better.

JAIL OMBUDSMAN PROJECT ACTIVITIES FOR DECEMBER AND JANUARY

During December and January, while working on a limited holiday schedule, the Ombudsman Project interviewed 26 detainees at the jail and we were able acting both directly and indirectly (with the assistance of the Washington County Prosecutor's Office and the Bail Project, to help obtain the pretrial release of 5 detainees, resulting in a saving to the County and its taxpayers of 159 bed-days. As I have previously mentioned, the Ombudsman Project has no powers of its own, and our successes have been entirely due to the support and the common effort we have received from Prosecutor Durrett and his staff, from Chief Public Defender Denny Hyslip and his staff, and from the Bail Project,

as well as the willingness of the Washington County judiciary to accept our recommendations on a case-by-case basis.

JAIL OMBUDSMAN PROJECT ACTIVITIES SINCE SEPTEMBER 2019

Combined with our figures from September through November, we have seen 85 detainees, helped secure or expedite the release of 15 detainees, and achieved a total savings of 673 bed-days for the County since our inception. Our bed-day savings have been the result of the continuing co-operative efforts and assistance from the Prosecutor's Office in reducing or removing bonds previously placed on detainees and/or advancing previously set court dates, and from the assistance and follow-up from the Bail Project in posting bail for detainees we have recommended. We look forward to continuing our efforts into the spring, when the Quorum Court will decide on the future of the Jail Ombudsman project.

THE BIGGEST STUMBLING BLOCK TO BE OVERCOME: TREATMENT OF FTA'S

Of the 85 detainees we have seen thus far, only 5, in our estimation, present more than a minimal risk of violent or life threatening behavior to others. Those 5 include an accused heroin dealer, 2 persons with present or previous domestic violence charges, an accused 6th time DWI offender, and a person arrested while possessing (apparently lawfully) an Uzi submachine gun. The other persons we have seen, while some continue to run afoul of the law, are predominantly accused drug offenders and long term alcoholics whose criminal conduct stems primarily from their history of substance abuse (and whose most promising hope of remaining drug- and crime-free would come from available substance abuse treatment, rather than from extended and repeated incarceration). Others we have seen have criminal behavior that is the result of unmet mental health issues and needs. VIRTUALLY ALL ARE POOR.

This means that from our slice of the Washington County jail population, the vast majority are there primarily because of substance abuse and mental health problems, not because they are particularly dangerous to the community. Predictably, since we are seeing so many individuals with disordered lives, Failure To Appear rates have been high, and FTA's have all too often received inordinately severe and even unconstitutional treatment once they are arrested and re-incarcerated.

"Buried alive" bonds set on FTA's.

Our attached spreadsheet review of the most recent WCDC pretrial detainee census, "Snapshot of FTA's in Washington County Jail as of 2/02/2020," prepared by Deputy Ombudsman Alexis Acello (U. of Ark. School of Law, J.D. expected 2021), reveals that there are 111 FTA detainees in the jail held to answer FTA charges based on non-violent underlying criminal charges, on bonds of \$50,000 or higher, some even in excess of \$100,000. 31 of these 111 are facing court dates in May or June unless we are able to help get their dates expedited. Some of these ultra-high bonds, to be sure, may be

justified based on facts known to the authorities (such as large scale drug trafficking) that do not appear on the “face” of the charges. But even so, this figure is truly astonishing, and reflects, at least in some significant numbers, bonds that have been set in unaffordable amounts for indigent non-dangerous detainees, as punishment for failing to appear. This “double whammy” of detention on ultra-high, unattainable bond, combined with a long next court date has been described as being “buried alive” in jail waiting trial. This practice has caused significant hardship to detainees and their families, has exacerbated dangerous jail overcrowding, and has in at least some instances the strong appearance of unconstitutionality.

a. Hardship to detainees.

Long pre-trial detention on unattainable bond causes hardship to detainees and their families that has been fully discussed before and doesn’t need to be repeated at great length here. Detainees whose release would not present a significant risk to the public safety lose jobs, lose their homes, and even lose their parental rights in some instances. It has also been well documented elsewhere that extended pretrial confinement places intolerable pressures on detainees to plead guilty (see discussion, below, of constitutional issues).

b. Exacerbated jail overcrowding.

A large, but not precisely knowable, proportion of the 111 FTA detainees referenced above are in jail more because of their inability to pay an ultra-high bond than for their dangerousness. With effective alternative less drastic sanctions (which we will be recommending in future reports) to imposing “buried alive” bonds on FTA’s, even those who are largely responsible for their own predicament, jail overcrowding and the dangerous conditions which it breeds for detainees and jail staff alike can be cut dramatically.

c. Constitutional issues and potential liability to the County.

There are four potential constitutional issues implicated by the deliberate imposition of unaffordable bonds on indigent, not-dangerous detainees, even those who have failed to appear without offering a solid excuse. In brief:

- 1) “Buried alive” bonds, at least in some instances, violate the prohibition against “Excessive Bail” contained in the 8th Amendment to the United States Constitution.
- 2) Such bonds, at least in some instances, amount to punishment before trial, which is prohibited under the Due Process Clause of the 14th Amendment.
- 3) Such bonds, by pressuring detainees to plead guilty – pressure which only intensifies over time – may potentially render guilty pleas invalid and subject to later Constitutional challenge. It is well known to any law student studying Criminal Procedure that in order to be Constitutionally valid, a plea of guilty must be entered knowingly, intelligently, and voluntarily. Inordinate pressure to plead,

resulting from lengthy punitive pretrial confinement, may render a guilty plea involuntary, and in some instances may result in guilty defendants walking free – making us less safe as a community. It has been anecdotally reported to us that detainees are routinely told that they can have their court dates moved up, provided that they are willing to plead guilty. Even if this offer is made for non-punitive reasons, the net result is rewarding of detainees who plead guilty, and the punishment of detainees who wish to contest their charges.

- 4) It has been the sad experience in many other jurisdictions across the country that overcrowding not only breeds jail violence, it can, if extreme enough, result in financial liability to counties and even to criminal justice officials personally. A severely overcrowded jail is a lawsuit (and resulting financial liability) just waiting to happen.

A RECOMMENDATION (more to follow):

The following recommendation is not offered directly to the Quorum Court, which has no power to govern the decisions made by the judicial branch of government, but rather in the hope of gaining the support of the Justices of the Peace:

The Washington County Jail Ombudsman Project respectfully, but with the utmost urgency, requests that the courts of Washington County, effective immediately, discontinue the practice of setting bonds in the amount of 50 or 75 thousand dollars or greater, except in cases where the charges themselves, their underlying facts, or the defendant’s personal history bespeaks a true risk of violent behavior if the defendant should be released on reasonable conditions pending trial. This practice, as we and others have previously stated, all too often causes needless and unjustifiable hardship to defendants and their families, contributes significantly to dangerous overcrowding at the jail, and is more than arguably unconstitutional.

In longer range terms, but also beyond the reach of the Quorum Court to effectuate without statewide legislative change, the criminal justice system should be moving away from ability-to-pay, and toward *risk assessment*, as the main criterion as to who is able to obtain pretrial release and who isn’t. To quote from Ohio State Professor of Law Douglas Berman, one of the leading national authorities on Criminal Procedure, in a recent Facebook posting:

“All systems will be subject to forms of criticism, but risk assessment uses public safety data rather than bank accounts to help determine who should and should not be free pending trial. That makes reasonable sense to me. Because all data embeds some forms of bias, the tools should be as transparent as possible and subject to ready revision to seek to achieve its ends. [N]o system is perfect. But every system reflects our values. A money bail system suggests cash matters more than public safety, whereas a risk-based system suggests public safety is our priority.”

This change of focus will require legislative change, but is also worthy of the Quorum Court's consideration and support. To be clear, I am not recommending the outright abolition of cash bail at this time; much more detailed study and consideration is necessary before the question should be decided as to what role cash bond or bail ought to have in the future. Also, to be clear, let me express my utmost respect and admiration for every man and woman who serve as judges in our County's courts, who all take the oath to administer justice impartially to all our citizens.

LOOKING AHEAD

As of the end of January, the Jail Ombudsman Project will have spent \$6,240, or 41.6% of the Quorum Court's original \$15,000 appropriation. The remaining unspent \$8,760, or 58.4%, should keep the Project running through May, which also coincides with the end of the school year for my *pro bono* students. My own availability to continue beyond May, as well as that of my students, is uncertain at this time. I would recommend, tentatively, that in April or May, whichever month the Quorum Court should prefer, the Quorum Court assess the desirability of continuing the Jail Ombudsman Project into the future.

It would seem to make the most sense then, for the Project to continue its activities through May, and then, if the Quorum Court should approve, break for the summer and resume its activities in August or September. By April or May, I also expect to present more detailed recommendations for the more effective and less costly management of our jail population and the mitigation of overcrowding in the Washington County Jail.

Also, I look forward in any event to working with and assisting the National Center for State Courts, either officially or unofficially, in its upcoming study and assessment for the Quorum Court of our county's criminal justice system.

I will be present at the Jail Committee's February 10 meeting to answer any questions from Committee members. My deepest thanks, once again, to the Justices of the Peace for your continued support and encouragement.

Respectfully submitted,

Stan Adelman
Washington County Jail Ombudsman

Snapshot of FTA's in Washington County Jail on 2/03/2020

Detainee	Bond on FTA	Violent or Non-Vi	Arrest Date	Next Court Date	Estimated Days Spent in J
J.A.	50,000	Non-Violent	1/5/2020	3/31/2020	86
S.A.	100,000	Non-Violent	9/12/2020	4/16/2020	217
A.A.	50,000	Non-Violent	12/20/2020	2/18/2020	60
R.B.	100,000	Non-Violent	1/12/2020	5/18/2020	127
B.B.	50,000	Non-Violent	10/27/2019	2/28/2020	124
B.B.	50,000	Non-Violent	1/31/2020	2/21/2020	21
O.B.	75,000	Non-Violent	1/31/2020	2/21/2020	21
P.B.	75,000	Non-Violent	11/28/2019	4/13/2020	137
C.B.	50,000	Non-Violent	10/17/2020	2/10/2020	116
D.B.	100,000	Non-Violent	8/30/2019	2/14/2020	168
C.B.	200,000	Non-Violent	10/18/2019	4/1/2020	166
K.B.	100,000	Non-Violent	12/30/2019	3/18/2020	79
M.B.	50,000	Non-Violent	11/28/2019	4/1/2020	125
T.B.	75,000	Non-Violent	1/29/2020	2/19/2020	21
D.B.	75,000	Non-Violent	11/9/2020	3/17/2020	129
J.B.	50,000	Non-Violent	2/1/2020	2/21/2020	20
C.B.	75,000	Non-Violent	11/18/2019	3/18/2020	121
V.C.	50,000	Non-Violent	10/25/2019	2/21/2020	119
S.C.	50,000	Non-Violent	12/27/2019	2/25/2020	60
C.C.	175,000	Non-Violent	1/31/2020	2/19/2020	19
W.C.	200,000	Non-Violent	10/28/2019	3/16/2020	140
J.C.	50,000	Non-Violent	9/23/2019	2/25/2020	155
S.C.	50,000	Non-Violent	10/14/2019	2/10/2020	119
G.C.	50,000	Non-Violent	11/24/2019	4/13/2020	141
Y.C.	75,000	Non-Violent	7/25/2019	2/18/2020	208
V.D.	50,000	Non-Violent	12/12/2019	2/25/2020	75
C.D.	75,000	Non-Violent	12/7/2019	4/13/2020	128
J.D.	75,000	Non-Violent	10/31/2019	2/21/2020	113
C.D.	75,000	Non-Violent	11/7/2019	3/17/2020	131
A.D.	50,000	Non-Violent	1/31/2020	2/21/2020	21
M.E.	30,000	Violent	1/18/2020	2/5/2020	18
B.E.	6,851.29	Non-Violent	1/30/2020	2/24/2020	25
F.F.	50,000	Non-Violent	12/19/2019	3/10/2020	82
S.F.	50,000	Non-Violent	1/17/2020	2/5/2020	18
K.F.	75,000	Non-Violent	10/1/2019	2/14/2020	136
K.F.	75,000	Non-Violent	12/11/2019	2/14/2020	65
O.F.	275,000	Non-Violent	1/9/2020	4/2/2020	84
C.F.	75,000	Non-Violent	1/3/2020	5/8/2020	126
C.G.	50,000	Non-Violent	1/19/2020	2/24/2020	36
A.G.	50,000	Non-Violent	9/10/2019	2/25/2020	168
A.G.	200,000	Non-Violent	9/29/2019	2/21/2020	145
J.G.	75,000	Non-Violent	1/25/2020	2/26/2020	32
B.G.	75,000	Non-Violent	10/27/2019	2/11/2020	107
M.G.	50,000	Non-Violent	1/21/2020	2/5/2020	15
M.H.	50,000	Non-Violent	1/7/2020	5/8/2020	122

D.H.	200,000 Non-Violent	12/4/2019	4/13/2020	131
K.H.	50,000 Non-Violent	7/31/2019	5/11/2020	285
R.H.	50,000 Non-Violent	10/23/2019	2/6/2020	106
A.H.	75,000 Non-Violent	10/19/2019	3/13/2020	146
B.H.	150,000 Non-Violent	1/6/2020	4/2/2020	87
N.H.	100,000 Non-Violent	11/25/2019	3/20/2020	116
S.H.	300,000 Violent	11/26/2019	4/17/2020	143
N.H.	50,000 Non-Violent	1/15/2020	2/5/2020	21
M.H.	50,000 Violent	1/9/2020	2/10/2020	32
D.H.	75,000 Non-Violent	1/21/2020	2/10/2020	20
M.H.	50,000 Non-Violent	1/16/2020	2/5/2020	20
A.H.	75,000 Non-Violent	1/7/2020	4/2/2020	86
J.I.	50,000 Non-Violent	10/24/2019	3/12/2020	140
K.J.	50,000 Violent	10/22/2019	2/18/2020	119
C.J.	75,000 Non-Violent	12/17/2019	4/24/2020	129
W.J.	50,000 Non-Violent	2/1/2020	2/21/2020	20
B.J.	150,000 Unknown	1/21/2020	2/10/2020	20
J.J.	50,000 Violent	1/17/2020	2/5/2020	19
S.J.	75,000 Non-Violent	2/1/2020	2/21/2020	20
W.K.	75,000 Non-Violent	10/30/2019	2/28/2020	121
J.K.	50,000 Violent	1/31/2020	2/21/2020	21
J.K.	150,000 Non-Violent	5/22/2019	2/28/2020	282
W.K.	75,000 Non-Violent	12/19/2019	4/15/2020	118
D.K.	50,000 Non-Violent	11/15/2019	2/11/2020	88
K.K.	50,000 Non-Violent	1/1/2020	3/10/2020	69
J.K.	50,000 Non-Violent	12/24/2019	4/2/2020	100
J.K.	500,000 Non-Violent	8/30/2019	2/25/2020	179
T.L.	50,000 Non-Violent	1/27/2020	2/19/2020	23
G.L.	150,000 Non-Violent	9/23/2019	2/5/2020	135
N.L.	10,000 Non-Violent	12/11/2019	4/15/2020	126
M.L.	50,000 Non-Violent	1/15/2019	2/5/2020	21
R.L.	100,000 Non-Violent	10/22/2019	2/7/2020	108
B.L.	10,000 Non-Violent	10/22/2019	2/4/2020	105
Z.L.	75,000 Non-Violent	1/6/2020	4/3/2020	88
A.L.	75,000 Violent	6/19/2019	2/19/2020	245
J.M.	150,000 Violent	11/18/2019	2/12/2020	86
R.M.	25,000 Violent	1/30/2020	2/21/2020	22
R.M.	150,000 Non-Violent	9/12/2019	5/4/2020	235
K.M.	150,000 Non-Violent	6/16/2019	2/21/2020	250
C.M.	50,000 Non-Violent	10/30/2019	2/19/2020	112
F.M.	100,000 Non-Violent	11/12/2019	3/12/2020	121
W.M.	75,000 Non-Violent	10/28/2019	4/24/2020	179
C.M.	50,000 Non-Violent	9/18/2019	4/2/2020	197
H.M.	75,000 Non-Violent	1/31/2020	2/21/2020	31
A.M.	50,000 Non-Violent	10/30/2019	2/11/2020	104
A.N.	100,000 Violent	1/20/2020	2/10/2020	21
J.P.	100,000 Violent	10/1/2019	3/5/2020	156

J.P.	50,000 Unknown	12/21/2019	5/8/2020	139
T.P.	50,000 Non-Violent	12/4/2019	4/24/2020	142
M.P.	150,000 Non-Violent	12/22/2019	5/11/2020	141
T.P.	200,000 Non-Violent	11/28/2019	4/13/2020	137
T.P.	75,000 Non-Violent	1/28/2020	2/19/2020	22
W.R.	100,000 Non-Violent	1/28/2020	2/19/2020	22
J.R.	100,000 Non-Violent	7/18/2019	2/25/2020	222
K.R.	4,000 Non-Violent	1/22/2020	2/10/2020	19
M.R.	100,000 Non-Violent	12/2/2019	2/14/2020	74
A.R.	75,000 Non-Violent	1/1/2020	2/7/2020	37
N.R.	200,000 Non-Violent	9/11/2019	4/9/2020	211
M.S.	100,000 Non-Violent	1/21/2020	2/5/2020	15
B.S.	50,000 Non-Violent	1/24/2020	5/18/2020	115
P.S.	150,000 Non-Violent	11/30/2019	3/17/2020	108
K.S.	100,000 Non-Violent	12/26/2019	3/18/2020	83
N.S.	75,000 Non-Violent	12/30/2019	3/18/2020	79
T.S.	50,000 Non-Violent	10/31/2019	2/28/2020	120
K.S.	100,000 Violent	1/24/2020	2/14/2020	24
S.S.	50,000 Non-Violent	11/7/2019	3/17/2020	131
T.S.	175,000 Non-Violent	1/7/2020	4/2/2020	86
C.S.	50,000 Violent	9/20/2019	2/14/2020	147
D.S.	75,000 Non-Violent	1/10/2020	5/18/2020	129
S.S.	100,000 Non-Violent	12/17/2019	5/18/2020	153
E.S.	150,000 Non-Violent	7/3/2019	2/25/2020	237
B.S.	75,000 Non-Violent	11/3/2019	3/11/2020	129
H.S.	75,000 Violent	1/13/2020	4/2/2020	80
B.S.	50,000 Violent	12/21/2019	2/18/2020	59
A.S.	50,000 Non-Violent	11/5/2019	3/11/2020	127
B.T.	75,000 Non-Violent	9/16/2019	4/22/2020	219
R.T.	5,000 Non-Violent	8/30/2019	3/17/2020	200
A.T.	50,000 Non-Violent	9/15/2019	3/31/2020	198
P.V.	175,000 Non-Violent	1/21/2020	2/5/2020	16
J.V.	125,000 Violent	6/1/2019	4/3/2020	307
J.W.	50,000 Non-Violent	1/14/2020	2/12/2020	29
R.W.	50,000 Non-Violent	8/15/2019	2/4/2020	173
W.W.	50,000 Violent	5/25/2019	5/29/2020	370
T.W.	50,000 Non-Violent	10/14/2019	2/6/2020	115
Z.W.	2,000 Non-Violent	1/6/2020	5/8/2020	123
S.W.	75,000 Non-Violent	12/5/2019	4/13/2020	130
D.C.	75,000 Non-Violent	7/4/2019	2/26/2020	237
K.G.	100,000 Non-Violent	10/28/2019	2/25/2020	120
J.R.	175,000 Non-Violent	11/17/2019	2/14/2020	89

Total Bed Days: 14,663

Arkansas Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 07/01/07 to 06/30/27
Annual Rent: \$1.00
Square Feet: Rate: \$ n/a
Type: Public Advantage
Worked By: Anne W. Laidlaw
County: 72 Agency: 485
Lease #: P2548

STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 11th day of June, 2007, by which Lessor leases the PREMISES to Lessee through ABA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: WASHINGTON COUNTY, ARKANSAS, an Arkansas political subdivision.

"LESSEE" means: ARKANSAS DEPARTMENT OF COMMUNITY CORRECTION, 105 West Capitol Avenue, Suite 200, Little Rock, Arkansas 72201, an agency of the State of Arkansas.

"ABA" means the Real Estate Services Section of Arkansas Building Authority. By law ABA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. ABA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

Two (2) structures and ancillary lands consisting of a free-standing administration building, a jail facility and adjacent parking lots located at 100 and 114 North College Avenue; all situated in the City of Fayetteville, County of Washington, Arkansas, further described in Addendum "A" attached hereto and incorporated herein by reference.

2. TERM:

The initial term will be for a period of twenty (20) years commencing on July 1, 2007 and ending on June 30, 2027. The term of the Lease will continue on an annual basis thereafter until such time as either party provides one hundred eight (180) days written notice to the other through ABA of its intent to terminate.

3. RENT:

The LESSOR agrees to accept \$1.00 per calendar annum as rent for the PREMISES, payable to LESSOR at: 280 North College Avenue, Suite 100, Fayetteville, Arkansas 72701.

CONTRACT
#2007-0064

LESSOR and LESSEE agree that as additional rent, a public advantage is created whereby LESSEE agrees to maintain, operate, repair and modify the PREMISES to suit its purposes without cost or expense to the LESSOR.

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

- | | |
|--|--|
| No - Electricity | No - Elevator Service |
| No - Gas | No - Trash Removal |
| No - Water and Sewer | No - Janitorial Services
and Supplies |
| No - Lamps, tubes, ballast
and replacements | |

5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSEE shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSOR'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, while LESSEE shall be responsible for maintaining all parking areas, windows, doors and common areas between the two buildings, including lawn and plant maintenance and adequate pest control services. LESSEE shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including maintenance and filters).

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from ABA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, ABA and LESSEE may elect to terminate this Lease.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. LESSEE shall bear the risk of loss for its personal effects and maintain adequate coverage throughout the lease term. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In

case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and ABA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through ABA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

8. ALTERATIONS:

The LESSEE may attach fixtures, install signs and make alterations to and upon the PREMISES with LESSOR'S approval which shall not be unreasonably withheld. Such fixtures, signs and improvements shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. *See Special Provision 10(d) for an exception to restoration at lease termination.*

ABA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for other improvements to be made in and upon the PREMISES. Any alterations proposed by LESSEE that will permanently modify the facilities or leased PREMISES shall be requested in writing by LESSEE and accompanied by a complete set of architectural plans and specifications for review by the LESSOR. The LESSOR shall have thirty (30) days to review the request and respond to LESSEE. If LESSOR fails to respond within the thirty day period, LESSEE may proceed with the requested improvements upon written notification to LESSOR of its improvement schedule. Likewise, LESSEE may propose additional permanent improvements be made to the PREMISES that will not be restored to its original condition at lease termination, which shall be subject to LESSOR'S prior approval.

9. TERMINATION:

After the PREMISES has been occupied by LESSEE for at least ten (10) years, the LESSOR may terminate this Lease upon nine (9) months written notice to LESSEE through ABA. In such, LESSOR shall reimburse LESSEE the costs it incurred in making improvements to and modifications of the PREMISES. If LESSEE desires to leave certain improvements/modifications in the PREMISES, and LESSOR agrees to accept such, then LESSOR will pay to LESSEE the depreciated value of the remaining improvements. Furthermore, in addition to any payments made in the foregoing sentences, LESSOR shall pay to LESSEE the sum of \$5,000 for the early termination of this Lease.

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by ABA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. SPECIAL PROVISIONS:

- (a) The LESSEE shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (b) LESSOR asserts that Washington County is the true owner of the PREMISES and its rights to the PREMISES are not pursuant to a lease or sublease.

- (c) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed amendment agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.
- (d) LESSEE agrees to accept the PREMISES in "as is, where is" condition. The LESSOR shall permit LESSEE to make the following alterations to the PREMISES upon occupancy, however, LESSOR agrees that LESSEE will not be required to restore these conditions upon lease termination:
- (1) Remove cell doors;
 - (2) Remove perimeter chain link fence (not until full time staff is on site).
- (e) All notices, demands or communications to be given under this Lease shall be given in writing by personal delivery, by first class certified mail, postage prepaid, return receipt requested and shall be deemed given when received by the addressee. All such notices, demands, or communications shall be addressed to LESSOR or LESSEE, as applicable, at the addresses set forth below or to such other addresses as the addressee shall have furnished to the other party:

As to LESSEE: Arkansas Department of Community Correction
 105 West Capitol Avenue, Suite 200
 Little Rock, Arkansas 72201
 Attn: Director

With copy to: Arkansas Building Authority
 501 Woodlane, Suite 320C
 Little Rock, Arkansas 72201
 Attn: Administrator of Real Estate Services

As to LESSOR: Washington County, Arkansas
 280 North College Avenue
 Fayetteville, AR 72701
 Attn: County Judge

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of ABA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.

- (c) The LESSEE may terminate this Lease by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.
- (f) It is understood by the parties that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

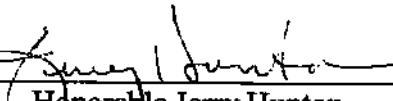
Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:

LESSEE:

WASHINGTON COUNTY,
ARKANSAS

ARKANSAS DEPARTMENT OF COMMUNITY
CORRECTION

By: 
Honorable Jerry Hunton,
County Judge

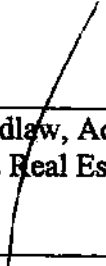
By: 
G. David Guntharp, Director

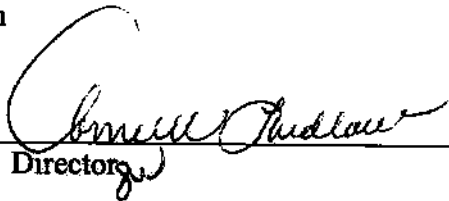
Date: 6-14-07

Date: 6/25/07

MM 6-22-07

ARKANSAS BUILDING AUTHORITY
As Agent for Department of Community Correction

By: 
Anne W. Laidlaw, Administrator
of Finance & Real Estate Services

By: 
Director

Date: _____

Date: 7/6/07

ADDENDUM "A"

<INSERT LEGAL DESCRIPTION HERE>

(SEE ATTACHED)

WARRANTY DEED

~~SINGLE PERSON~~

KNOW ALL MEN BY THESE PRESENTS:

That I, RONNIE G. SHERWOOD, Trustee under a Trust dated the 9th day of May, 1980, ~~of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by~~

WASHINGTON COUNTY, ARKANSAS,

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

FILED
FOR RECORD
'85 JUL 11 PM 2 51
WASHINGTON COUNTY AR
ALMA KOLLMEYER
CIRCUIT CLERK

765 - 12689 - 000

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, described as commencing at the Southwest Corner of said Forty (40) acre tract, thence North 00° 03' 49" West 360.30 feet to a point on the West line of said Section Fifteen (15), thence North 89° 56' 11" East 264.00 feet to the Point of Beginning; thence North 00° 03' 49" West 202.00 feet; thence North 89° 56' 11" East 26.00 feet; thence North 00° 03' 49" West 128.00 feet; thence North 89° 56' 11" East 49.00 feet; thence South 00° 03' 49" East 330.00 feet; thence South 89° 56' 11" West 75.00 feet to the Point of Beginning, containing 21,422.00 square feet, more or less, in the City of Fayetteville, Washington County, Arkansas.

The EOC building located on this parcel is not included in the lease

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been paid on this instrument.

Grantee Charles D. [Signature]
County [Signature]
Address Washington County, Ark.
Fayetteville, Ark. 72701

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises, that the same is unincumbered, and that I will forever warrant and defend the title to the said lands against all legal claims, whatever.

WITNESS my hand and seal on this 11th day of July, 1985.

THIS INSTRUMENT PREPARED BY:
GINGER P. CRISP
Attorney at Law
P. O. Box 2933
Fayetteville, AR 72702

[Signature] (Seal)
RONNIE G. SHERWOOD, Trustee under
a Trust dated the 9th day of May, 1980

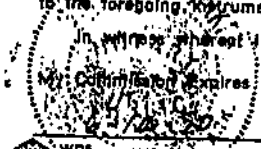
ACKNOWLEDGMENT

STATE OF ARKANSAS } ss.
County of Washington

On this 11th day of July, 1985, before me, a notary public, personally appeared

RONNIE G. SHERWOOD known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof, hereunto set my hand and official seal.



Ginger P. Crisp
Notary Public

Washington County v. Niblock
Amended and Substituted Complaint
Page 2

Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is thirteen (13) Poles and fourteen and one-half (14 1/2) links North of the Southwest corner of said forty acre tract and running thence North One Hundred (100) feet for a beginning point, thence North forty (40) feet, thence East one hundred and seventy (170) feet; thence South forty (40) feet, thence West one hundred and seventy (170) feet to the beginning point and being a part of lot Twenty-One of said Section, Township and Range in the City of Fayetteville, Arkansas, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

705-12712-000
part 1 of 2

40x70
2

ALSO

Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is three hundred sixty-four and one-half (364 1/2) feet North of the Southwest corner of said forty acre tract and running thence North One Hundred (100) feet, thence East one hundred and seventy (170) feet, thence South forty (40) feet, thence West one hundred and seventy (170) feet to the place of beginning, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

705-12712-000
part 2 of 2

765
12712-000

ALSO

Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Fifteen (15) in Township Sixteen (16) North of Range Thirty (30) West described as beginning at a point which is Thirteen (13) Poles, Fourteen and one-half (14 1/2) Links and One Hundred (100) Feet North and One Hundred Seventy (170) Feet East from the Southwest corner of said forty acre tract, and running thence East One Hundred (100) Feet, thence North forty (40) Feet, thence East one Hundred Seventy (170) Feet, thence South forty (40) Feet, thence West one Hundred and Seventy (170) Feet to the point of beginning, and being a part of lot Twenty one (21) of the County, Township and range in the City of Fayetteville, Arkansas.

705-12712-000
part 2 of 2

40x70
?

ALSO

A part of the SW 1/4 of the NW 1/4, Section 15, Twp. 16 N, Range 30 W, described as commencing at the Southwest Corner of said 40 acre tract, thence N 00 03'49"W 364.07 feet to the Point of Beginning, said point being on the West line of said Section 15; thence along said West line N 00 03'49"W 0.43 feet; thence N 89 56'11"E 250.00 feet; thence S 00 03'49"E 0.43 feet; thence S 89 56'11"W 250.00 feet to the Point of Beginning, containing 107.5 square feet, more or less, in the City of Fayetteville, Washington County, Arkansas, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

5. It is necessary that the described real property

WARRANTY DEED

SINGLE PERSON

KNOW ALL MEN BY THESE PRESENTS:

That I, JEANNINE H. STARBIRD

a single person, hereinafter called Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by -----

WASHINGTON COUNTY, ARKANSAS-----

FILED
FOR RECORD
'85 SEP 3 PM 3 32
WASHINGTON COUNTY AR
ALMA KOLLMAYER
CIRCUIT CLERK

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

765 - 12714 - 800

As Judge

Part of the Southwest quarter of the Northwest quarter of Section fifteen (15), in Township sixteen (16) North, of Range thirty (30) West, described as follows: Beginning at a point which is fifteen (15) feet East and four hundred seventy-nine (479) feet North of the Southwest corner of said forty acre tract, and running, thence North eighty-seven and three-tenths (87.3) feet; thence East two hundred fifty (250) feet; thence South eighty-seven and three-tenths (87.3) feet; thence West two hundred fifty (250) feet to the place of beginning, less and except so much off the West end thereof as is now embraced in College Avenue, in the City of Fayetteville.

I certify under penalty of law regarding that of this the legally correct record of this deed has been filed on this day.

Grantee Charles H. Johnson County Judge
Address _____

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises, that the same is unincumbered, and that I will forever warrant and defend the title to the said lands against all legal claims whatsoever.

WITNESS my hand and seal on this 3 day of September, 19 85.

THIS INSTRUMENT PREPARED BY:
Jinger P. Crisp, Attorney
P.O. Box 2933
Fayetteville, AR 72702

Jeannine H. Starbird (Seal)
JEANNINE H. STARBIRD (Seal)

(Seal)

ACKNOWLEDGMENT

LIBER 1152 PAGE 316

STATE OF ARKANSAS,)
County of Washington) ss.

On this the 3 day of September, 19 85, before me, a notary public, personally appeared Jeannine H. Starbird known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof, hereunto set my hand and official seal.

My Commission Expires 5-1-91

Linda Carmack
Notary Public

QUITCLAIM DEED

FILED FOR RECORD

KNOW ALL MEN BY THESE PRESENTS:

'99 JUL 7 PM 1 12

That Marjorie Niblock, surviving widow of Walter Niblock, and Bobby Odom and Lana Odom, husband and wife ("Grantors"), hereby quitclaims to Washington County, Arkansas ("Grantee") for valuable consideration the receipt of which is hereby acknowledged, the following described property located in Washington County, State of Arkansas, subject to the encumbrances owed thereon, to-wit:

765-12711-00

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NE 1/4) of Section Fifteen (15) in Township Sixteen (16) North of Range Thirty (30) West described as beginning at a point which is thirteen (13) Poles, Fourteen and one-half (14 1/2) Links and One Hundred (100) feet North and One Hundred Seventy (170) feet East from the Southwest corner of said forty acre tract, and running thence East One Hundred Seventy (170) feet; thence North Forty (40) feet; thence West One Hundred Seventy (170) feet; thence South Forty (40) feet to the point of beginning, and being a part of Lot Twenty-one (21) of the County Court Plat to the Northwest Quarter (NW 1/4) of said Section, township, and range in the City of Fayetteville, Arkansas.

IN WITNESS WHEREOF, the names of the Grantors are hereunto affixed this 7 day of July, 1999.

Marjorie Niblock
MARJORIE NIBLOCK, Grantor

Bobby Odom
BOBBY ODOM, Grantor

Lana Odom
LANA ODOM, Grantor

This DEED is to correct
AN order of CONDEMNATION in
CIV. 85-421 dated APRIL 5, 1985

99061715

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 15th day of July, 1999, before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Marjorie Niblock, Bobby Odom, and Lana Odom, parties to the foregoing Correction Warranty Deed, known to me personally to be such, and acknowledged the same to be the act and deed of the signer, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Linda Sue Daily
NOTARY PUBLIC

My Commission Expires:



ARKANSAS BUILDING AUTHORITY

MIKE BEEBE, GOVERNOR

• ANNE W. LAIDLAW, DIRECTOR

501 WOODLANE • SUITE 320C • LITTLE ROCK, AR • 72201 • (501) 682-1833 • FAX (501) 682-5589 • TDD (501) 682-1487

July 19, 2007

George E. Butler, Jr.
County Attorney
Washington County, Arkansas
280 North College Avenue, Suite 501
Fayetteville, Arkansas 72701

RE: Finalized State of Arkansas Lease Agreement #72-485-P2548
Washington County Detention Center – Arkansas Department of Community
Correction (DCC)

Dear Mr. Butler:

Enclosed is your fully executed original of the above referenced Lease Agreement. I thank you again for working the Department and Arkansas Building Authority to make this arrangement possible.

I understand DCC plans to make a number of improvements/repairs prior to commencing any programs in the facility. I have instructed the DCC to take photographs of the facility prior to any changes to have a visual record for future reference. In addition, the County may have a preference as to how they would like to receive proposals for improvements by DCC. Any specific instructions that you may wish to offer for communicating proposed improvements by DCC for the County's approval is welcomed. Please direct any such communications directly to David Guntharp with a copy to ABA. If a meeting of the parties is preferred, we will be happy to assist in coordinating such a meeting.

Please do not hesitate to contact me at any time at 501-682-5568 or alaidlaw@aba.state.ar.us.

Sincerely,



Anne W. Laidlaw, RPA
Director

Cc: G. David Guntharp, DCC Director

42 for any reason by giving at least thirty (30) calendar days' notice in advance of such
43 termination; and

44
45 **WHEREAS**, the housing of these Federal detainees under
46 The Agreement has increased substantially over the last three years, increasing from total
47 bed days of 9,809 for the period of January 1 through September of 2017 to 20,187 bed
48 days for the nine month period January to September of 2019; and

49
50 **WHEREAS**, solving the jail overcrowding and the causes of
51 overcrowding is a journey that will require a long-term and ongoing commitment from this
52 and future quorum courts, and there are steps that can be taken immediately to ease the
53 overcrowding in the Washington County Detention Center.

54
55 **NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM**
56 **COURT OF WASHINGTON COUNTY, ARKANSAS:**

57
58 The County Quorum Court of Washington County, Arkansas
59 respectfully resolves hereby to request and support the Washington County Sheriff to
60 take all necessary steps to: Exercise immediately the powers of termination under the
61 Intergovernmental Agreement "Detention Services" (the Agreement) described above.

62
63 **LET IT BE FURTHER RESOLVED** that this Resolution is
64 made for the purpose of ensuring a safe and healthy environment at the Washington
65 County Detention Center for law enforcement protection services and the custody of
66 persons accused or convicted of crimes and to comply with Arkansas Code Annotated
67 14-14-802(a)(2).

68
69
70
71 _____
72 JOSEPH K. WOOD, County Judge

_____ DATE

73
74
75 _____
76 BECKY LEWALLEN, County Clerk

77
78 Introduced by: **JP Patrick Deakins, JP Judith Yanez, JP Sam Duncan**

79 Date of Adoption:

80 Members Voting For:

81 Members Voting Against:

82 Members Abstaining:

83 Members Absent:

84

85

86 Committee History:

42
43 **WHEREAS**, there are county jails in Arkansas that are not at
44 capacity and they are often willing to accept prisoners from other counties in order to
45 receive the \$30.00 per day paid by the State of Arkansas for housing these inmates; and
46

47 **WHEREAS**, solving the jail overcrowding and the causes of
48 overcrowding is a journey that will require a long-term and ongoing commitment from this
49 and future quorum courts, and there are steps that can be taken immediately to ease the
50 overcrowding in the Washington County Detention Center.
51

52 **NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM**
53 **COURT OF WASHINGTON COUNTY, ARKANSAS:**
54

55 The County Quorum Court of Washington County, Arkansas
56 respectfully resolves hereby to request and support the Washington County Sheriff to
57 take all necessary steps to transfer as soon as practicable state prisoners awaiting bed
58 space in the Arkansas Department of Corrections from Washington County Detention
59 Center to other Arkansas County jails who are willing to accept said prisoners.
60

61 **LET IT BE FURTHER RESOLVED** that this Resolution is
62 made for the purpose of ensuring a safe and healthy environment at the Washington
63 County Detention Center for law enforcement protection services and the custody of
64 persons accused or convicted of crimes and to comply with Arkansas Code Annotated
65 14-14-802(a)(2).
66
67
68
69

70 _____
JOSEPH K. WOOD, County Judge

DATE

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74 _____
BECKY LEWALLEN, County Clerk

75
76 Introduced by: **JP Patrick Deakins, JP Judith Yanez, JP Sam Duncan**
77 Date of Adoption:
78 Members Voting For:
79 Members Voting Against:
80 Members Abstaining:
81 Members Absent:
82
83

84 Committee History:

85 Quorum Court History:



A nonprofit organization improving justice through leadership and service to courts

Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

January 31, 2020

Judge Wood:

On our project kickoff call, you requested a monthly summary of project activities. Below please find a summary of our activities to date and key upcoming events or deliverables, as applicable. Please let me know if you have any questions or would like more information about any of our activities.

In January, NCSC provided Washington County with a request for data and other related county and local criminal justice system information to inform the Washington County Criminal Justice System Assessment. NCSC consultants have begun reviewing data and background information provided by Washington County to inform the project and in preparation for the February site visit. NCSC has identified criminal justice system stakeholders and county leadership to interview and/or to meet with while on site including any facilities consultants would like to walk through. This list has been provided to Washington County for review, feedback and to begin contemplating scheduling.

A formal site visit letter is included with this summary.

We look forward to meeting you soon!

Thank you,

A handwritten signature in black ink that reads "Michelle Cern".

Michelle Cern

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