

ARKANSAS COURT OF APPEALS

DIVISIONS I & II

No. CV-23-557

CITY OF PINE BLUFF

APPELLANT

V.

JEFFERSON COUNTY, PINE BLUFF,
ARKANSAS; GERALD ROBINSON, IN
HIS OFFICIAL CAPACITY AS JEFFERSON
COUNTY JUDGE; LAFAYETTE WOODS,
JR., IN HIS OFFICIAL CAPACITY AS
JEFFERSON COUNTY SHERIFF; JUSTICE
ALFRED CARROLL, SR., IN HIS
OFFICIAL CAPACITY; JUSTICE
REGINALD ADAMS, IN HIS OFFICIAL
CAPACITY; JUSTICE REGINALD
JOHNSON, IN HIS OFFICIAL CAPACITY;
JUSTICE PATRICIA ROYAL JOHNSON,
IN HER OFFICIAL CAPACITY; JUSTICE
JIMMIE LEE FISHER, SR., IN HIS
OFFICIAL CAPACITY; JUSTICE GLENDA
DANIELS, IN HER OFFICIAL CAPACITY;
JUSTICE MELANIE JOHNSON DUMAS,
IN HER OFFICIAL CAPACITY; JUSTICE
ROY AGEE, IN HIS OFFICIAL CAPACITY;
JUSTICE CEDRIC JACKSON, IN HIS
OFFICIAL CAPACITY; JUSTICE CONLEY
F. BYRD, JR., IN HIS OFFICIAL CAPACITY;
JUSTICE DANNY HOLCOMB, IN HIS
OFFICIAL CAPACITY; JUSTICE TED
HARDEN, IN HIS OFFICIAL CAPACITY;
AND JUSTICE BRENDA BISHOP GADDY,
IN HER OFFICIAL CAPACITY

APPELLEES

Opinion Delivered March 12, 2025

APPEAL FROM THE JEFFERSON
COUNTY CIRCUIT COURT
[NO. 35CV-21-138]

HONORABLE DAVID N. LASER,
SPECIAL JUDGE

DISSENTING OPINION

N. MARK KLAPPENBACH, Chief Judge

I respectfully dissent. The parties did not dispute the facts or the law, just the application of the law to those facts. The heart of the disagreement is whether the City owed the County daily jail housing fees from and after January 1, 2021. I believe that there

was an existing contractual agreement between the parties to which the County was bound. Thus, I would reverse.

In 1993, the City and the County contracted for jail-bed use, but years later, the City ceased making agreed payments, leading to a lawsuit. The parties settled in 2006, providing a payment schedule. The City's final payment in December 2008 terminated the 1993 agreement.¹ The City's payments totaled more than \$960,000. In the 2006 settlement agreement, paragraph 1(k) recites that the parties would enter into a new agreement after the opening of the new county jail "in the event that the City is using more beds than allotted to the City" in the agreement. Paragraph 2 of the settlement agreement recites that no modification or waiver of any terms would be effective unless made in writing and signed by both parties. The parties did not modify or waive any provision. The expected renegotiation did not happen, but that did not mean that the contract was terminated. There is a difference between termination and failure to adhere to contract terms.

Fourteen years later, the County passed an ordinance to charge cities \$30 a day for jail costs, which went into effect January 1, 2021. The County sent bills to the City for jail housing from and after that date.

The City believed it no longer owed the County for those fees because the 2006 contract was still in effect and permitted the City to use the allotted bed space by virtue of its required payments. The City contended that the fact that no further negotiations

¹In June 2007, the supreme court dismissed the City's appeal asking it to interpret the meaning of "prisoners of municipalities." *City of Pine Bluff v. Jones*, 370 Ark. 173, 258 S.W.3d 361 (2007). At that time, the parties were operating under the facts as they existed in 2006, before the City had completed its payments.

happened after 2008 did not matter; no negotiations were necessary because the City never exceeded its allotted beds, which was the stated reason that negotiations would be needed. The County believed the 2006 settlement terminated in 2008 and that its ordinance controlled.

The first rule of interpretation of a contract is to give to the language employed the meaning that the parties intended. *First Nat'l Bank of Crossett v. Griffin*, 310 Ark. 164, 832 S.W.2d 816 (1992). We must consider the sense and meaning of the words used by the parties as they are taken and understood in their plain and ordinary meaning. *Id.* The intention of the parties is to be gathered from the whole context of the agreement. *Id.*

Clearly, a county may charge cities for jail housing “in the absence of an agreement on jail costs” between them. Ark. Code Ann. § 12-41-506 (Repl. 2016). The 2006 settlement agreement set a definite and certain amount to be paid for a certain allotment of beds, which the City paid. Future fees would need renegotiation “in the event that the City is using more beds than allotted to the City in the paragraphs noted above.” The City did not exceed its allotted beds. Notably, the County took no action against the City from 2008 until 2021. I would hold that the County was bound by the agreement it made with the City. The parties did not waive or modify any of the contract terms, and it was not terminated by its own terms. The agreement applied, and the jail-fee ordinance did not.

I would reverse.