1	ORDINANCE NO
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3	AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY
4	MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR
5	THE PURPOSE OF ESTABLISHING AND FUNDING THE OPERATIONS
6	OF THE PULASKI COUNTY REGIONAL CRISIS STABILIZATION
7	UNIT; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.
8	UNII, TO DECLARE AN EMERGENCI, AND FOR OTHER TORI OSES.
8 9	WHEREAS appropriate the authority of Ark Code App. \$ 25.20.101 and following the Mayor in
	WHEREAS, pursuant to the authority of Ark. Code Ann. § 25-20-101 and following, the Mayor is
10	authorized to enter into an Interlocal Agreement, similar the one attached as Exhibit A, between the Cities
11	of Little Rock, North Little Rock, Sherwood, Jacksonville and Maumelle, along with the Counties of
12	Pulaski, Saline, Jefferson, Grant, Perry and Lonoke for the purpose of establishing and funding the
13	operations of the Pulaski County Regional Crisis Stabilization Unit; and,
14	WHEREAS, the Board of Directors of the City of Little Rock, Arkansas, approves the entry into this
15	Interlocal Agreement;
16	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY
17	OF LITTLE ROCK, ARKANSAS:
18	Section 1. The Mayor is hereby authorized to enter into an Interlocal Agreement, in substantially the
19	same form as attached as Exhibit A to this ordinance, between the Cities of Little Rock, North Little Rock,
20	Sherwood, Jacksonville and Maumelle along with the Counties of Pulaski, Saline, Jefferson, Grant, Perry
21	and Lonoke in and the for the purpose of establishing and funding the operations of the Pulaski County
22	Regional Stabilization Unit.
23	Section 3. Severability. In the event any section, subsection, subdivision, paragraph, subparagraph,
24	item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or
25	unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this ordinance,
26	as if such invalid or unconstitutional provision was not originally a part of this ordinance.
27	Section 4. Repealer. All ordinances, resolutions, bylaws, and other matters inconsistent with this
28	ordinance are hereby repealed to the extent of such inconsistency.
29	Section 5. Emergency Clause. The ability to provide cooperative government programs for a
30	Regional Crisis Stabilization Plan is essential to the public health, safety, and welfare; an emergency is,
31	therefore, declared to exist and this ordinance shall be in full force and effect from and after the date of its
32	passage.
33	PASSED: June 19, 2018

ATTEST:	APPROVED:	
Susan Langley, City Clerk APPROVED AS TO LEGAL FORM:	Mark Stodola, Mayor	
Thomas M. Carpenter, City Attorney		
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1	Exhibit A	
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3	INTERLOCAL AGREEMENT	
4	This Interlocal Agreement is entered into by and between Pulaski County, Arkansas ("Pulaski County")	
5	and the Counties of Saline, Faulkner, Garland, Grant, Lonoke, Perry, and Jefferson ("Counties") and the	
6	Cities of Little Rock, North Little Rock, Sherwood, Jacksonville and Maumelle ("Cities"). Pursuant to the	
7	authority of Ark. Code Ann.§ 25-20-101 et. seq., and will become binding on all parties upon ratification	
8	by the Quorum Courts of all Counties.	
9	WHEREAS, counties routinely provide treatment services to the estimated 2 million people with	
10	serious mental illnesses booked into jail each year; and,	
11	WHEREAS, prevalence rates of serious mental illnesses in jails are three (3) to six (6) times higher	
12	than for the general public; and,	
13	WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring	
14	substance use disorders; and,	
15	WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher	
16	risk of recidivism than people without these disorders; and,	
17	WHEREAS, county jails spend two (2) to three (3) times more on adults with mental illnesses that	
18	require interventions compared to those without these treatment needs; and,	
19	WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to	
20	cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their	
21	families; and,	
22	WHEREAS, all Counties take pride in their responsibility to protect and enhance the health, welfare,	
23	and safety of its residents in efficient and cost-effective ways; and,	
24	WHEREAS, Pulaski County has dedicated up to One Million Dollars (\$1,000,000.00) to secure an	
25	appropriate facility for the Pulaski County Regional Crisis Stabilization Unit ("PCRCSU"), which will help	
26	people stay out of jail by offering mental health and co-occurring substance treatment; and,	
27	WHEREAS, through Stepping Up, the National Association of Counties, The Council of State	
28	Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public,	
29	private, and nonprofit partners to reduce the number of people with mental illnesses in jails; and,	
30	WHEREAS, the Counties recognize that they have a responsibility to maintain and operate jails and	
31	acknowledge that there are increasing numbers of persons incarcerated in their respective county jails with	

mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions

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to incarceration; and,

1 WHEREAS, in an attempt to address these growing concerns the State of Arkansas enacted Act 423 2 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of 2017, which authorized the 3 opening of regional crisis stabilization units and provided partial funding for the staffing of said units; and, 4 WHEREAS, the Counties and Cities acknowledge that Pulaski County alone cannot, and should not, 5 be solely responsible for the maintenance and operations of the PCRCSU; and, 6 WHEREAS, the Counties and Cities desire to enter into a contractual agreement whereby County and 7 City funds are made available to Pulaski County to assist in the maintenance and operation of the PCRCSU. 8 IT IS THEREFORE HEREBY AGREED THAT: 9 Section 1. Payments. To help defray maintenance and operation costs of the PCRCSU, the Counties 10 and Cities agree to pay Fifty Dollars (\$50.00.) per day, up to the length of stay, for each individual they 11 deliver to the PCRCSU for treatment. The Medical Services Provider shall determine the length of stay 12 necessary. A day is defined as any amount of time, during a calendar day, after acceptance for admission 13 into the PCRCSU. 14 Section 2. Annual Review. The Pulaski County Judge shall review the amount listed in Section 1 15 annually and send notice of modifications by November 1st of each year. All modifications shall be in 16 writing and signed by the participating Counties, Cities and Law Enforcement Agencies. 17 Section 3. Payment Due Date. Pulaski County shall send an itemized bill to each County and City by the 10th day of each month. The payments identified above shall commence on ______1, 2018. 18 Section 4. Use. Each County and City will transport individuals to and from the PCRCSU in 19 20 conformance with the Memorandum of Understanding ("MOU"), which is incorporated by reference and 21 made a part of this Interlocal Agreement as if stated word for word therein. If the PCRCSU is at maximum 22 capacity and unable to accept new individuals, the Medical Services Provider will provide verbal 23 notification to each Crisis Intervention Team Officer that calls in while the facility is closed to admissions. 24 **Section 5. Ratification.** If a County or City fails to ratify this Agreement, that County or City may not 25 participate in the PCRCSU. 26 Section 6. Duration. The duration of this Agreement shall be perpetual, unless and until the State of 27 Arkansas reduces or withdraws funding of the PCRCSU. Section 7. Non-Appropriation. Notwithstanding anything contained in this Agreement to the 28 29 contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this 30 Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal 31 appropriation period provided that once an appropriation is made, the County or City is obligated to provide 32 funds for that appropriation period.

Section 8. Change of Designee. Should a County or City need to change its designee, the County or

City shall immediately provide written notice to Pulaski County and the contracted Medical Services

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	Provider, so as to ensure that said County	or City is provided with updates regarding current billing		
	information.			
	Section 9. Ownership and Disposition of	of Property. Pulaski County owns and will continue to own,		
	or will enter into a Lease Agreement, for the facility that will house the PCRCSU. All personal property,			
	i.e. furniture, medical equipment, computer equipment, etc., provided as part of the initial "start-up costs"			
1	by the State is, and will continue to be, the property of Pulaski County. All other personal property bought			
	and supplied by the Medical Services Provider is, and shall continue to be, the property of the Medical			
	Services Provider. Cities and Counties will have no legal authority, right, or title to the facility that houses			
the PCRCSU or the personal property contained therein.				
Please print the name and address for the following designees:				
	Designee for the City of Little Rock			
	Phone Number			
	E-Mail Address			
	Signatures:			
	Mayor			
	Date			
	Pulaski County Judge/CEO			
	maski County Judge/CEO			
	Date			
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