



1 **ATTEST:**

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Susan Langley, City Clerk

5 **APPROVED AS TO LEGAL FORM:**

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Thomas M. Carpenter, City Attorney

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**APPROVED:**

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Mark Stodola, Mayor

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  
32 mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions  
33 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 1<sup>st</sup> 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  
18 the 10<sup>th</sup> day of each month. The payments identified above shall commence on \_\_\_\_\_ 1, 2018.

19       **Section 4. Use.** Each County and City will transport individuals to and from the PCRCSU in  
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.

28       **Section 7. Non-Appropriation.** Notwithstanding anything contained in this Agreement to the  
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.

33       **Section 8. Change of Designee.** Should a County or City need to change its designee, the County or  
34 City shall immediately provide written notice to Pulaski County and the contracted Medical Services

1 Provider, so as to ensure that said County or City is provided with updates regarding current billing  
2 information.

3 **Section 9. Ownership and Disposition of Property.** Pulaski County owns and will continue to own,  
4 or will enter into a Lease Agreement, for the facility that will house the PCRCSU. All personal property,  
5 i.e. furniture, medical equipment, computer equipment, etc., provided as part of the initial "start-up costs"  
6 by the State is, and will continue to be, the property of Pulaski County. All other personal property bought  
7 and supplied by the Medical Services Provider is, and shall continue to be, the property of the Medical  
8 Services Provider. Cities and Counties will have no legal authority, right, or title to the facility that houses  
9 the PCRCSU or the personal property contained therein.

10 Please print the name and address for the following designees:

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12 \_\_\_\_\_  
13 **Designee for the City of Little Rock**

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15 \_\_\_\_\_  
16 **Phone Number**

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18 \_\_\_\_\_  
19 **E-Mail Address**

20 **Signatures:**  
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23 **Mayor**

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26 **Date**

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29 **Pulaski County Judge/CEO**

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31 \_\_\_\_\_  
32 **Date**

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