



# City of Grand Island

Tuesday, September 27, 2011

Council Session

## Item G15

**#2011-268 - Approving Agreement for Funding with the Crisis Center, Inc**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, City Administrator  
**Meeting:** September 27, 2011  
**Subject:** Approving Funding Contracts for Outside Agencies  
**Item #'s:** G-15 thru G-22  
**Presenter(s):** Mary Lou Brown, City Administrator

## **Background**

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. During the June 23, 2009 City Council meeting, Council agreed to a proposal suggested in 2008 that funding for charitable organizations be reduced to zero over a five year period from the 2009 funding level.

The Clean Community System does not fall under the reduced funding proposal. The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act. The City has been providing funds to the Clean Community System since 1987.

## **Discussion**

Resolutions #2011-268 through #2011-275 are agreements with these agencies to provide their services. No agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place which details their services.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to a future date
3. Modify the Resolution to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the Outside Agency agreements.

## **Sample Motion**

Move to approve the Funding Agreements for the Outside Agencies.

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to preserve order and secure persons or property from violence, danger and destruction; and

WHEREAS, the Crisis Center provides a 24-hour per day service for victims of family violence and sexual assault; and

WHEREAS, the City desires to contract with the Crisis Center to perform certain services associated with victims of family violence and sexual assault.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the Crisis Center agree as follows:

1. **RESPONSIBILITIES.** The Crisis Center agrees to perform the following services pursuant to this agreement:

(A) Provide a safe shelter for victims and victims' family members who are in danger or when there is a threat of danger.

(B) Provide emergency and support transportation to enable victims and victims' family members to access law enforcement agencies, medical treatment, necessary support agencies, court hearings, and/or a safer environment.

(C) Provide medical attention, if needed, and obtain prescriptions (if not covered by client's insurance or through Medicaid).

(D) Assist in filing protection orders.

(E) Provide clothing/food to persons forced to leave their home without time to pack belongings.

(F) Provide child care while the victim are seeking housing, jobs, and keeping appointments with human service agencies.

(G) Assist victims in developing plans to address goals, feelings, roadblocks and services in the community.

(H) Provide support to victims during criminal and civil court proceedings.

(I) Provide support groups to address domestic violence, sexual assault, and teen dating violence issues.

(J) Conduct presentations on date rape, dating violence, domestic violence, elder abuse, rape, acquaintance rape, incest, child abuse, and suicide issues and concerns to school groups, civic organizations and governmental agencies.

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2012.

4. LIMITATION. The Crisis Center hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in the 2010-2011 budget presentation and approved by City Council in the 2011-2012 fiscal year City budget.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Crisis Center notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Jay Vavricek, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

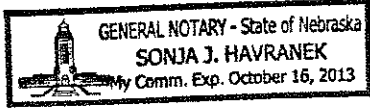
THE CRISIS CENTER, INC.,  
A Non-Profit Agency,

By: Shellie Pointer  
Shellie Pointer, Executive Director

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL             )

On July 25, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shellie Pointer, Executive Director of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sonja J. Havranek  
Notary Public

RESOLUTION 2011-268

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with The Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to The Crisis Center in the amount of \$4,800 during fiscal year 2011-2012 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with The Crisis Center on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
September 22, 2011    ☐ City Attorney