



City of Grand Island

Tuesday, October 9, 2012

Council Session

Item G8

#2012-283 - Approving Agreement for Funding with the Crisis Center, Inc.

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director
Meeting: October 9, 2012
Subject: Approving Funding Contracts for Outside Agencies
Item #'s: G-8 thru G-15
Presenter(s): Jaye Monter, Finance Director

Background

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 City's 2012-2013 Budget will be the fifth and final year of Outside Agency Funding.

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 #2012-283 through #2012-290 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 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.

City of Grand Island

OUTSIDE AGENCY FUNDING

<u>ORGANIZATION</u>	<u>2009</u> <u>FUNDING</u>	<u>2010</u> <u>FUNDING</u>	<u>2011</u> <u>FUNDING</u>	<u>2012</u> <u>FUNDING</u>	<u>2013</u> <u>FUNDING</u>	<u>Fund</u>
Community Humanitarian Resource (Hope Harbor)	\$4,500	\$3,600	\$2,880	\$1,800	\$900	General
Convention and Visitors Bureau	\$10,000	\$8,000	\$6,400	\$4,000	\$2,000	General
Council for International Visitors	\$1,000	\$800	\$640	\$400	\$200	General
Crisis Center	\$12,000	\$9,600	\$7,680	\$4,800	\$2,400	General
Retired and Senior Volunteer Program (RSVP) *	\$10,000	\$0	\$0	\$0	\$0	General
Senior Citizens Industries, Inc.	\$15,000	\$12,000	\$9,600	\$6,000	\$3,000	General
Multicultural Coalition	\$10,000	\$8,000	\$6,400	\$4,000	\$2,000	General
Izaak Walton Kids Fishing Derby	\$2,000	\$1,600	\$1,280	\$800	\$400	General
Totals	<u>\$ 64,500</u>	<u>\$ 43,600</u>	<u>\$ 34,880</u>	<u>\$ 21,800</u>	<u>\$ 10,900</u>	General

*Note: The RSVP Program closed on March 31, 2009 and returned \$6,667 in unspent grant monies to the City.

AGENCIES WITH WORKING RELATIONSHIPS WITH CITY DEPARTMENTS

<u>ORGANIZATION</u>	<u>2009</u> <u>FUNDED</u>	<u>2010</u> <u>FUNDED</u>	<u>2011</u> <u>FUNDED</u>	<u>2012</u> <u>FUNDED</u>	<u>2013</u> <u>FUNDED</u>	
Central District Health Department	\$ 120,000	\$ 120,000	\$ 114,900	\$ 110,740	\$ 110,740	General
Clean Community Systems	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	Solid Waste Enterprise
Totals	<u>\$ 140,000</u>	<u>\$ 140,000</u>	<u>\$ 134,900</u>	<u>\$ 130,740</u>	<u>\$ 130,740</u>	
TOTALS	<u>\$ 204,500</u>	<u>\$ 183,600</u>	<u>\$ 169,780</u>	<u>\$ 152,540</u>	<u>\$ 141,640</u>	

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, 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 Two Thousand Four Hundred and No/100 Dollars (\$2,400.00). 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, 2013.

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 2012-2013 budget presentation and approved by City Council in the 2012-2013 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, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2012, 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.

Notary Public

RESOLUTION 2012-283

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 \$2,400 during fiscal year 2012-2013 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, October 9, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 5, 2012	☒ City Attorney