

**AN ORDINANCE APPROVING A CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT**

(Crisis Nursery of Champaign County,
Project No. 0506-CSSP-04)

WHEREAS, on April 18, 2005, the Urbana City Council passed Resolution No. 2005-04-007R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan for Program Year 2005-2006 authorizing certain activities under the Public Service Activity Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$3,600 in Community Development Block Grant funds, to operate the existing Children's Crisis Care Program, to provide childcare in an effort to prevent child abuse and neglect risk when a family is in crisis and child(ren) are at risk of harm, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

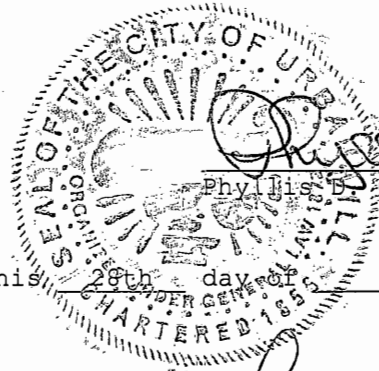
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18th day of July,
2005.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



Phyllis B. Clark
Phyllis B. Clark, City Clerk

APPROVED by the Mayor this 28th day of July,
2005.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

AN AGREEMENT FOR
CRISIS INTERVENTION SERVICES

THIS AGREEMENT, made and entered into this _____
by and between the CITY OF URBANA, a municipal corporation of the
State of Illinois ("City"), and the MENTAL HEALTH CENTER OF
CHAMPAIGN COUNTY, an Illinois not for profit corporation
("Center").

W I T N E S S E T H:

WHEREAS, the City and the Center have heretofore worked to
establish and integrated community crisis service that would
include such services as are deemed necessary by the Police
Department to the City to provide for effective law enforcement,
and

WHEREAS, it is the intent and purpose of the parties hereto set
forth their entire agreement covering the provision of such crisis
intervention services as to be provided by the Center.

NOW, THEREFORE, in consideration of the mutual covenants and
agreements herein contained, and other good and valuable
consideration to be received, the parties do mutually covenant and
agree as follows:

SECTION 1: Services. During the term of this Agreement, Center
agrees to provide, for and on behalf of the City, such crisis
intervention services and training services as are set forth
herein. For the purpose of this Agreement, the Chief of Police of
the Police Department, or the designee thereof, shall be designated
representative of the City.

A. Crisis Intervention Services. When so requested by the Police
Department of the City, which such request shall previously have
been approved and made by the appropriate shift commander of such
Police Department, Center shall provide such crisis intervention
services as are in accordance herewith and as are so requested.
Such crisis intervention services to be provided by the Center
pursuant hereto shall include such initial counseling by a person
duly trained and experienced to perform such crisis intervention
services as are herein provided for ("Crisis Worker"); as such
crisis intervention services may be required at the scene of an
incident (or at another location such as a local emergency room or
police station mutually agreed upon by the officer on the scene and
the crisis worker, as appropriate to circumstances) involving such
Police Department to deal with such law enforcement related
problems may be associated with domestic violence and abuse, rape
and attempted rape, suicide and attempted suicide, child neglect
and abandonment, alcoholic and substance abuse, and mental
disorders, together with such possible referral to a proper social
agency or professional by such Crisis Worker if such follow-up or
referral is deemed necessary or advisable under the circumstances.

Center further agrees to provide such crisis intervention services on a twenty-four hour per day, seven day a week basis during the term of this Agreement, and shall use its best efforts to respond to any request for initial counseling within a period of thirty minutes from the initiation of such request as herein provided. Both parties agree to establish procedures and guidelines, within confidentiality safeguards and other appropriate constraints to assure continuity, consistency, and for effective communication of respective roles in crisis stabilization.

Section 2: Payments. The City shall pay the Center for up to and including forty (40) crisis intervention services to be performed herein under **Section 1** of this Agreement an amount equal to \$416 per month for services during the term of this agreement. In addition, the City will pay the Center \$125 for each crisis intervention service over forty (40).

Section 3: Term. Unless earlier terminated as provided herein, this Agreement shall be and remain in full force and effect until June 30, 1996, provided, however, that any party to this Agreement may terminate such Agreement upon sixty (60) days written notice to the other party to this Agreement.

Section 4: Other Covenants By Center. The Center further covenants and agrees with the City as follows:

A. To comply with all laws, regulations and rules promulgated by any Federal, State, County and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the services to which reference is made herein.

B. To protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Center, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Center hereunder, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees or agents, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Center shall have no liability or damages or the costs incident thereto caused by the sole negligence of the City, to its officers, employees or agents.

Section 5: Relationship Between The Parties. It is mutually understood and agreed that the Center shall have full control of the ways and means of performing the service referred to herein and that the Center or its employees, representatives or subcontractors or agents are in no sense employees of the City, it being specifically agreed that in respect to the City the Center bears the relationship of an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF URBANA, ILLINOIS

By Tod Satterthwaite
Tod Satterthwaite,
Mayor

MENTAL HEALTH CENTER

By Alexandria DeJacimo
Alexandria DeJacimo,
Executive Director

ATTEST:

Phyllis D. Clark
Phyllis D. Clark,
City Clerk

by Leonard J. Roberts,
Deputy Clerk

ATTEST:

Judith D. Grussing
Judith D. Grussing,
Executive Secretary