



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Carol Mitten, City Administrator
DATE: December 2, 2020
SUBJECT: A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement (Rosecrance Inc., One Door Program Director)

Introduction: The City Council and the public have been briefed several times on the City's ongoing efforts to collaborate with community service providers to create the One Door Crisis Response System ("One Door"). The goal of One Door is to provide a single point of access to services for individuals experiencing a mental health crisis, both immediate assistance and longer term follow-up care.

The next step in the progression of this program is to hire a director to stand up the pilot. The pilot program is a collaboration among the City of Urbana Police Department, Rosecrance Inc., C-U at Home, Champaign County Law Enforcement, and Carle Foundation Hospital.

Discussion: Years of preparation and collaboration have led to the point where the partners in One Door are ready to stand up a pilot. C-U at Home has a facility that can accommodate the pilot program. The next critical step is to hire a director to get the pilot up and running.

Rosecrance has agreed to be the partner that will hire and oversee the director of One Door for at least the pilot year. The City proposes to use funds reallocated from the Police salary line to pay the initial year cost for the One Door director. Rosecrance is eager to commence the hiring process, and can only do so once the funds are approved.

Recommendation: I recommend that City Council approve the attached Resolution, which will authorize the City of Urbana to fund the first year cost of the One Door director's salary and allow this important program to serve individuals in crisis to move forward.

Attachments: Draft Resolution
Community Partnership Agreement

RESOLUTION NO. 2020-12-067R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
COMMUNITY PARTNERSHIP AGREEMENT**

(Rosecrance Inc., One Door Program Director)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, the City has determined it to be in the best interests of the residents of Urbana to explore, establish, and support improved responses for individuals in crisis than traditional police interventions allow; and

WHEREAS, the Urbana Police Department, along with Rosecrance Inc. (“Rosecrance”), C- U at Home, Champaign County Law Enforcement, and Carle Foundation Hospital have formed a partnership to create and implement the One Door Crisis Response System (“One Door”), which is based on a co-responder model whereby trained crisis workers partner with police to provide individuals experiencing a mental health crisis appropriate immediate and follow-up care; and

WHEREAS, the City has agreed to fund and Rosecrance has agreed to hire the director of the One Door program for at least the pilot year.

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

Section 1.

A Community Partnership Agreement by and between the City and Rosecrance Inc., in substantially 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.

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 hereby authorized to attest to said execution of said Agreement in substantially the form appended hereto as so authorized and approved for and on behalf of the City.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of ____ _____, _____.

Diane Wolfe Marlin, Mayor

COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (hereinafter, “Agreement”) is entered into by and between the City of Urbana (hereinafter, the “City”) and the Rosecrance, Inc. (hereinafter, “Rosecrance”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, the City of Urbana desires to explore, establish, and support improved responses for individuals in crisis than traditional police interventions allow; and

WHEREAS, Rosecrance is an Illinois not-for-profit corporation that provides treatment and support services for individuals and families dealing with substance abuse and other mental health challenges; and

WHEREAS, the One Door Crisis Response System (hereinafter “One Door”) is a partnership among the City of Urbana, Rosecrance, C-U at Home, Champaign County Law Enforcement, and Carle Foundation Hospital based on a co-responder model whereby trained crisis workers partner with police to provide individuals experiencing a mental health crisis appropriate immediate and follow-up care; and

WHEREAS, C-U at Home has provided a facility that would allow the One Door program to commence on a piloted basis as a proof-of-concept for broader implementation; and

WHEREAS, the partners in the One Door program have reached the point where they recognize that a full-time director is necessary to properly launch the program; and

WHEREAS, Rosecrance has agreed to be the partner that will hire and oversee the director of the One Door program for at least the pilot year; and

WHEREAS, the City and Rosecrance seek to form a mutually beneficial arrangement whereby the City funds the first year of the One Door director’s salary.

NOW for good, valuable, and mutual consideration, which each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and conditions contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO ROSECRANCE:

1. City Funding:

The City shall provide Rosecrance with \$75,000, which Rosecrance will use to hire and pay the salary of the director of the One Door program. The funding will be disbursed

in a lump sum upon approval of this agreement by the Urbana City Council and full execution of this Agreement.

B. ROSECRANCE'S OBLIGATIONS TO THE CITY:

1. **Hiring of One Door Director:** Rosecrance shall use the funds provided by the City to hire and pay the salary of the director of the One Door program for a duration of at least one year. Rosecrance will disburse the aforesaid funds to the director in equal installments on the same basis that it pays its other employees. Further, Rosecrance shall be obligated for withholding such moneys as may be required from the director's salary in the same manner as it withholds moneys from its other employees' salaries and wages (e.g., for federal and state income tax withholding, employees' contributions to Social Security and Medicare, and the employees' costs and expenses for benefits provided by Rosecrance).
2. **Pilot Program to be in Urbana:** The Parties agree that the pilot for the One Door program will be in collaboration with the Urbana Police Department.

C. MISCELLANEOUS TERMS:

1. **Term of Agreement:** This Agreement shall commence on January 1, 2021 and shall expire at 11:59 p.m. on December 31, 2021.

2. **Default and Opportunity to Cure:** In the event that either Party believes that the other Party has defaulted on any covenant, term, or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, that governs the obligation which is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(7) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice, which writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. **Dispute Resolution:** In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator's rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

a. This Agreement may be terminated by the City immediately and without written notice if Rosecrance –

(i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;

(ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;

(iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois that evidences an intent to liquidate or dissolve;

(iv) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where Rosecrance fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;

(v) enters into any arrangement with creditors that could reasonably be deemed, construed, or interpreted as a common law composition with creditors;

(vi) is placed in receivership by a lawful court order; and/or

(vii) acts or fails to act in a manner that threatens or that may reasonably threaten human life, health, or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to Rosecrance shall automatically cease and become wholly null and void. In addition to any other remedy which the City may have as a matter of law or right, the City shall be entitled to seek, obtain, and recover a refund from Rosecrance in the amount of unspent funds from the amount provided by the City under Sub-Paragraph A(1) above.

b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, Rosecrance shall refund to the City so much of those funds that the City has provided to Rosecrance that remain unspent for the intended purpose of this Agreement.

5. Refund of Funds: If any event arises that triggers Rosecrance's obligation to refund any moneys to the City as provided elsewhere in this Agreement, Rosecrance shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event Rosecrance fails to tender such refund to

the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: Rosecrance agrees to and will indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by Rosecrance and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require Rosecrance to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or may arise out of or that are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.

b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed receipt that the facsimile was received by the intended recipient's facsimile machine. If no such printed receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.

d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.

e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:

Lt. Joel Sanders
Urbana Police Department
City of Urbana
400 S. Vine St.
Urbana, IL 61801

TO ROSECRANCE:

Joey King
Rosecrance Central Illinois
2302 Moreland Blvd
Champaign, IL 61822

8. Waiver: The failure of a Party to enforce any covenant, term, or condition contained in this Agreement shall not be deemed to constitute a waiver of that Party's right to enforce or take action to enforce such covenant, term or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term, or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party that has or had the right to enforce or initiate an action to enforce such covenant, term, or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party's obligation to perform or the right to receive performance of any covenant, term or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term, or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term, or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a "Party" as referred to in this Agreement.

10. Human Rights: Rosecrance, in all respects, shall comply with the City's Human Rights Ordinance and, if requested in writing by the City, Rosecrance shall provide such hiring information as requested by the City as if requested pursuant to the City's Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

13. Nonsolicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, neither party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

FOR THE CITY:

Diane Wolfe Marlin, Mayor

ATTEST:

Phyllis D. Clark, City Clerk

FOR ROSECANCE:

Carlene Cardosi, LCSW, CADC
Regional President, Roscecrance, Inc.

ATTEST:

Jay Ramshaw, Chairman, Board of Directors