

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **CRISIS SERVICES OF NORTH ALABAMA** (hereinafter “CSNA”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, CSNA will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that CSNA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CSNA the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CSNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CSNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CSNA.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CSNA regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of CSNA, nor shall CSNA at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, CSNA being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of CSNA and that officers, employees, and any other agents of CSNA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CSNA is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. CSNA hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or CSNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CSNA agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

CRISIS SERVICES OF NORTH ALABAMA

By: _____

Its: Executive Director

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County in said State, hereby certify that Janet Gabel, whose name as Executive Director of the Crisis Services of North Alabama, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

Crisis Services of North Alabama, Inc. (CSNA) is pleased to partner with the City of Madison to offer its residents lifesaving, life-changing services. At any time of the day or night, 24 hours a day, 365 days a year, CSNA may be providing services to City of Madison residents such as:

- The rape victim who has come to CSNA's Community Services Building for a forensic examination, advocacy and counseling following her traumatic experience.
- The domestic violence victim who has been brutally beaten by her partner, and her children are terrified and wondering where they can go to be safe because home is not that place.
- The woman and her children who walk through the door of HOPE Place where they will be safe and can begin to heal.
- The domestic violence victim whose advocate is explaining the court process and providing support to the victim through that process.
- The veteran who is contemplating suicide and is talking with a HELPLine Crisis Call Specialist, who is there to assess; stabilize; identify risk and protective factors; and develop a plan of action to prevent suicide.
- Sharing a virtual counseling session with an adult or child victim of domestic violence.

In the 2022-2023 fiscal year, CSNA projects it will provide the following services to City of Madison residents*:

- * 500 nights of emergency shelter and services for domestic violence victims and their children.
- * 682 victims of domestic and sexual violence with advocacy, crisis counseling and emotional support. Support includes direct assistance (rent and utility deposits, procurement of identification and other important documents, etc.) for City of Madison residents who are victims of domestic violence.
- * 17 victims of domestic and sexual violence with forensic exams to collect evidence and document injuries.
- * 1,800 HELPLine callers who may be in danger, have just experienced traumatic victimization, are contemplating suicide or who are alone and just need someone to talk with.
- * 1,000 students who are learning how to questions and help their friends who may be contemplating suicide. CSNA adapted its education to a virtual platform which was used at the height of the pandemic and is still a possibility, if needed, but most classes are currently being done in person.

The cost to those receiving the services – nothing. The cost of these services to CSNA is estimated at \$176,289. The \$10,000 appropriation from the City of Madison's FY 23 budget will be directed toward the expenses to provide services to its residents.

- * Pandemic effects – As we enter 2023 and a new phase of the pandemic, CSNA continues to operate all its services 24 hours a day, 365 days a year and to use all avenues available through employ technology and resources to creatively interact with those in need in safe and healthy ways to handle crisis.