

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Shawn Mazza
Deputy Police Chief *SM38*

DATE: September 18, 2020

SUBJECT: Resolution 20-113-R: Authorizing the Execution of a One-Year Renewable Contract for Victim and Crisis Intervention Services with the Association for Individual Development (A.I.D.)

Summary:

The Association for Individual Development (A.I.D.) has been providing Victim and Crisis Intervention Services, as well as follow-up referrals to individuals (who come into contact with our Police and Fire Department personnel) who are determined to be in need of counseling or other social services of some kind. A.I.D. has been providing this invaluable service to our City since 2007 and has helped thousands of local families get through difficult experiences during that span of time. Their highly trained personnel are on call 24 hours per day to provide much needed crisis intervention skills and expertise to Fire and Police personnel upon request. The fees for this service were reduced to \$17,000 last year and have since been readjusted back to \$17,500/year.

Below is a summary of A.I.D. services to City of Batavia clients over the last 3 years. FY20 data is through August. More detailed information can be provided upon request.

	FY 20	FY 19	FY 18
Total Cases:	108	126	147
Total Clients:	187	233	274
Total Direct Hours:	484.5	506	708.5

Staff Recommendation:

Staff recommends that the contract with A.I.D. be accepted and renewed due to their exemplary performance over the past decade.

Recommended Committee/Council Action:

Authorize the execution of a one-year renewable contract with A.I.D. to provide Victim and Crisis Intervention Services for an amount of \$17,500 for 2021, with the option to extend for a second and third year. Request the attached resolution and agreement discussed and approval recommended at the Tuesday, October 20th Committee of the Whole Meeting and formally approved at the Monday, November 2nd City Council Meeting.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 20-113-R**

**RENEWING A CONTRACT FOR THE ASSOCIATION FOR
INDIVIDUAL DEVELOPMENT (A.I.D.) VICTIM SERVICES**

WHEREAS, the Association for Individual Development (A.I.D.) has been providing Victim Services to the City of Batavia, primarily thru referrals by the Batavia Police or Fire Departments, since 2007; and

WHEREAS, these very critically needed Victim Services have been very well-received by and beneficial to citizens encountered by City first responders; and

WHEREAS, A.I.D. Victim Services personnel have both the requisite skills and the time to provide these essential counseling, crisis intervention and follow-up services, which City first responders don't; and

WHEREAS, the City of Batavia wishes to continue its contract with A.I.D. Victim Services for calendar year 2021 for a fee amount of \$17,500.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: The Victim Services Contract for Program Operation attached hereto and incorporated herein by reference as Exhibit "A" setting forth the terms and conditions for the continuation of A.I.D. Victim Services for the City of Batavia is hereby approved, and the City Administrator, on behalf of the Mayor and City Council, is authorized and directed to execute the contract in the form attached.

SECTION 2: This Resolution shall take immediate force and effect upon its passage.

CITY OF BATAVIA, ILLINOIS RESOLUTION 20-113-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 2nd day of November, 2020.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 2nd day of November, 2020.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Ellen Posledni, City Clerk

**Victims Services
Contract for Program Operation**

By and Between the City of (Batavia or City) and Association for Individual Development (A.I.D.)

- .01 Statement of Purpose:**
A.I.D.'s Victims Services Program employees will respond to crime victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of crime and/or trauma, the mentally ill, witnesses, and communities. In addition to these primary responsibilities, the program provides assistance to criminal justice personnel, the community and others in non-crime situations. The overall mission is to positively impact the quality of life for the citizens of Batavia by assisting victims/survivors, families/neighborhoods and City employees Experiencing crime and/or trauma whether or not job related.
- .02 Organization and Staffing:**
The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the Batavia community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. Each entity shall give 30 day notice prior to major redistribution of resources or termination of the program. Provided, however, the program shall not be terminated prior to the conclusion of each service period ending, Dec. 31, 2021, Dec. 31, 2022, and Dec. 31, 2023. The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the Batavia community.
- .03 Utilization and Deployment:**
A.I.D.'s Victims Services Program will respond to requests for assistance from BPD, BFD, EMS, civilians and any community entities. There shall be no limit to the number of requests. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, community and emergency personnel debriefings, critical incident mental health response, judicial advocacy, case management, follow-up services, and information and referral assistance with victims' compensation. In addition, the division provides training and presentations to volunteers, law enforcement personnel and other internal and external organizations as requested.
- .04 Goals and Objectives:**
Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the City of Batavia as required. A.I.D. program representatives will meet at least annually with City staff in order to discuss evaluation of the program.
- .05 Indemnification:**
To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold Batavia, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorney's fees and litigation costs caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of A.I.D., its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of Batavia, its employees or agents.

.06 Insurance and Limitation of Liability.

A.I.D. shall maintain insurance coverage as set forth below:

Worker's Compensation - Statutory
Employer's Liability - \$1,000,000 Each Occurrence/\$1,000,000 Aggregate, plus
\$2,000,000 umbrella
General Liability - \$1,000,000 Each Occurrence/\$1,000,000 Aggregate, plus
\$2,000,000 umbrella
Automotive Liability - \$1,000,000 Each Occurrence, plus \$2,000,000 umbrella
Professional Liability - \$1,000,000, plus \$2,000,000 umbrella

Upon request, A.I.D. shall furnish copies of insurance certificates showing insurance coverage on its behalf in the amounts as set forth above, and further, showing that Batavia is an additional insured on said policies. Said insurance coverage shall remain in full force and effect during the term of this Agreement.

In consideration for the services to be provided, the City of Batavia shall pay the Association for Individual Development the sum of \$17,500.00 by July 15th, 2021 for services between January 1, 2021 and December 31, 2021. Service costs will be renegotiated prior to each consecutive service year and will be due by July 15th of 2022, 2023. Services shall begin January 1, 2021 and conclude on December 31, 2023. In the event that either party needs to opt out of this contract, written notice shall be required to be presented at least 30 days in advance.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: _____
City Administrator, City of Batavia