



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.a

Title:	Recommendation to Approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development)
Presenter:	Chief Keegan

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$30,000.00

Budgeted Amount: \$30,000.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

After an extremely successful first two years, the Police Department would like to continue to work with A.I.D. (Association for Individual Development) to provide a social worker in the day-to-day operations and have office hours within the police operations; 20-hours per week. This will continue to develop strong relationships within the community and enhance rapport with officers and staff alike to enhance overall operational effectiveness.

A.I.D. offers a multitude of programs and support. The program the Police Department partners with A.I.D. in is the Victims Services Program; in addition to having a counselor housed at the Department 20 hours per week. A one-year contract is what the Police Department is proposing with the contract dates effective May 1, 2018 through April 30, 2019.

The City budgets for this expense through the police department's annual operating budget. This contract also includes the 24/7 on-call services AID offers and the availability of other City departments to use the services for residents in need.

Attachments *(please list):*

*Resolution *Contract for Lease *Contract for Services

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development) for one year.

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing the Mayor and City Clerk
of the City of St. Charles to Execute a Contract and
Lease Agreement with Association for Individual Development (AID)
for One Year Beginning May 1, 2018 – April 30, 2019**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Contract and Lease Agreement with Association for Individual Development (AID) for One Year Beginning May 1, 2018 – April 30, 2019 in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this _____ day of March 2018.

Passed by the City Council of the City of St. Charles, Illinois this _____ day of March 2018.

Approved by the Mayor of the City of St. Charles, Illinois this _____ day of March 2018.

Mayor Raymond P. Rogina

ATTEST:: _____
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent:

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), AND THE Association for Individual Development (A.I.D.), an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 211 North Riverside, St. Charles, Illinois (the “Property”); and,

WHEREAS, THERE IS CERTAIN VACANT OFFICE SPACE LOCATED ON THE Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of responding to the psychological and emotional needs of those in need. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles’ Police Department.

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment of any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall

include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until the Victim's Services Contract between A.I.D. and the City of St. Charles expires or upon mutual agreement of the parties hereto.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any

damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

Association for Individual Development (A.I.D.)
309 New Indian Trail Court
Aurora, IL 60506
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

Association for Individual Development (A.I.D.)

By: _____

ATTEST:

**Victims Services
Contract for Program Operation
By and Between the City of St Charles Police Department and the
Association for Individual Development (A.I.D.)**

.01 Statement of Purpose:

A.I.D.'s Victims Services Program employees will respond to victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles' Police Department. In addition to these primary responsibilities, the program provides assistance to police personnel following traumatic incidents by providing critical incident stress debriefings when requested. The overall mission is to positively impact the quality of life for the citizens of St. Charles by assisting victims/survivors, families/neighborhoods and City employees.

.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 St Charles community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. A.I.D. shall give St Charles reasonable 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 the services period, April 30, 2019.

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 St. Charles community. In addition, AID will provide an "on-site" Victims Services Case Manager for 15-20 hours per week. This Case Manager will optimally be the same individual and will be allowed to use the office space outside of the scheduled hours.

.03 Utilization and Deployment:

A.I.D.'s Victims Services Program will respond to requests for assistance from SCPD. 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, case management, follow-up services, linkage and referral to community resources, and critical incident mental health response. In addition, the division provides training and presentations to volunteers, police 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 St Charles Police Department as required. A.I.D. program representatives will meet at least annually, upon request, with Police staff in order to discuss and evaluate the program.

.05 Indemnification:

To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold St. Charles, 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 St. Charles, 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 per person/\$1,000,000 per disease/\$1,000,000 aggregate
General Liability - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
Automotive Liability - \$1,000,000
Professional Liability - \$1,000,000
Umbrella-\$2,000,000 excess of Employer's Liability, General Liability, Auto Liability and Professional Liability

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 St. Charles 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 St. Charles Police Department shall pay the Association for Individual Development the sum of \$30,000.00-\$15,000 to be invoiced in May 2018, the remainder in October 2018. Services shall begin May 1, 2018 and conclude on April 30, 2019.

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

Approval: _____ Date: _____
City Administrator, City of St Charles