

**AGREEMENT BETWEEN  
AURORA UNIVERSITY AND THE CITY OF AURORA  
REGARDING LOCAL LAW ENFORCEMENT COOPERATION, HANDLING  
VIOLENCE AND SEXUAL OFFENSES, INFORMATION SHARING, ISSUANCE OF  
TIMELY WARNINGS & EMERGENCY NOTIFICATIONS, AND MUTUAL AID**

THIS AGREEMENT and Memorandum of Understanding (hereinafter the “Agreement”) is made and enter into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Aurora University, a four-year, non-profit, independent, liberal arts, co-educational university (“University”) and the City of Aurora, a home rule Illinois municipal corporation (“City”) (The University and City are sometimes referred to herein individually as “Party” and collectively as the “Parties”).

**WITNESSETH**

- A. The University maintains a University Campus Public Safety Department (the “University Department”), which was established to provide police protection for students, employees, visitors and their property, and the property branches and interests of the University, pursuant to the Private College Campus Police Act, 110 ILCS 1020-0.01 et seq., and its sworn officers are certified as law enforcement officers by the Illinois Law Enforcement Training and Standards Board, 50 ILCS 705/1 et seq.
- B. The City maintains the Aurora Police Department (the “City Department”), which was established to prevent and detect crime, apprehend criminals, preserve peace, order and safety and enforce the laws and ordinances within the City, and its sworn officers are also certified as law enforcement officers by the Illinois Law Enforcement Training and Standards Board, 50 ILCS 705/1 *et seq.*
- C. The City has authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, which includes the University and its students, staff and faculty, located within the City.
- D. The City has a population of more than 25,000 persons and is therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970.
- E. Pursuant to Section 6 of Article VII of the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare.
- F. Pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the City is authorized to enter into agreements with nongovernmental entities, such as the University.
- G. The City and University wish to enter into an agreement to safeguard the lives, persons and property of persons in the City and on University property, allowing the University and the City to work together to provide law enforcement services within the City and on the University campus and surrounding areas, effectively addressing alleged crimes of violence, by, among other things:

- 1) consistent with applicable law and agency guidance, sharing information with the City Department about the University's students and employees who are the victims of, witnesses to, or alleged perpetrators of a crime of violence or sex offense;
- 2) Establishing a standard procedure for handling incidents and reports of Sexual Assaults, and issuing Timely Warnings and Emergency or Immediate Notifications, subject to requirements set forth in the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (*Clery Act*), 20 USC 1092, Title IX of the Higher Education Amendments of 1972, 20 USC 1681-1688, and relevant federal and state laws and agency guidance; and
- 3) Establishing certain mutual aid response procedures for the University Department and City Department.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE ONE** **INCORPORATION OF RECITALS**

The findings, representations and agreements set forth in the above recitals are material to this Agreement and are hereby incorporated into and made a part of this agreement as though fully set out in this Article One, and constitute findings, representations, and agreements of the City and University.

## **ARTICLE TWO** **UNIVERSITY PROPERTY**

**MAIN CAMPUS:** The Main Campus for purposes of this Agreement is the land and buildings located between the following roadways: Prairie Street beginning at South Evanslawn Place heading East to South Gladstone Avenue, North on South Gladstone Avenue to Marseillaise Place (including the Founders Annex and Founders House located on the North side of Marseillaise Place between South Calumet Avenue and South Gladstone Avenue), Marseillaise Place West to South Evanslawn Place, and South Evanslawn Place South to Prairie Street, within the city limits of Aurora.

**SATELLITE CAMPUS:** The satellite campus located in the City of Aurora is the Aurora University Orchard Center located at 2245 Sequoia Drive, Aurora, IL 60506. The Campus includes the building and the parking lot.

## **ARTICLE THREE** **GOALS**

Compliance with the terms of this Agreement is intended to achieve the following goals:

- A. To establish operating procedures of the Parties to ensure an effective and efficient way for both Parties to serve their respective constituencies.

- B. To ensure that crimes committed on University Property are promptly and effectively reported, investigated, and prosecuted.
- C. To enhance communication and cooperation between local law enforcement and the University in providing services and assistance to students, staff, faculty, and visitors of the University who are victims of or witnesses to crime.
- D. To enhance the University's ability to alert the campus community about serious incidents that pose an on-going threat to public safety.

**ARTICLE FOUR**  
**GENERAL INVESTIGATION/RESPONSE POLICIES**

- A. The University and the City agree, subject to applicable laws and regulations and the respective policies of the Parties, that every effort will be made to share information between the University Department and the City Department, so as to provide a safe and violence-free educational institution.
- B. The University Department and the City Department will maintain concurrent jurisdiction over University Property within the City, and the Agreement establishes guidelines for the exercise of that jurisdiction.
- C. The University Department shall have authority to carry out its duties on the Main Campus and land owned or leased by the University (collectively the "University Property"). The University Department shall exercise primary jurisdiction and be principally responsible for carrying out law enforcement responsibilities (including conducting routine patrols and responding to calls for service) within that portion of the corporate limits of the City within the Main Campus and on the other University Property within the City.
- D. The University Department may exercise jurisdiction and carry out law enforcement responsibilities within that portion of the corporate limits of the City outside the University Property, as reasonably required to;
  - 1. Prevent personal injury or property damage.
  - 2. Prevent the escape of a suspected offender reasonably believed to be fleeing the scene of a crime or offense or to be resisting arrest.
  - 3. In connection with the activities of the University Department on University Property, or in connection with the investigation of incidents occurring within University Property.
  - 4. Provide additional traffic or parking services on public streets or roads adjacent to the Main Campus or as may be requested by the City.
  - 5. In response to any request from the City Department or any sworn officer thereof, including but not necessarily limited to requests made in the case of unavailability of a sworn officer of the City to respond to a call for service.
  - 6. As it relates to items D.1, D.2 and D.3 above, the University Department will notify the City Department, whenever practicable, of their activities or investigations and may seek their assistance prior to engaging in said investigations.
- E. The City Department shall exercise primary jurisdiction and be principally responsible for carrying out law enforcement responsibilities (including conducting routine patrols

and responding to calls for service) within that portion of the corporate limits of the City outside the University Property, including but not limited to:

1. Traffic law enforcement responsibilities on public streets or roads adjacent to the Main Campus.
  2. Responding to any call or request for service from any person within University Property.
  3. In connection with the activities of the City Department outside University Property or in connection with the investigation of incidents occurring outside University Property.
- F. In addition to City Department's primary jurisdiction within its corporate limits, it shall have the following law enforcement responsibilities on University Property:
1. In response to any request from the University Department or any sworn officer thereof, including but not necessarily limited to requests made in the case of unavailability of a sworn officer of the University Department to respond to a call for service.
  2. In connection with a call for service related to or in connection with the investigation of any suspected offense occurring within University Property requiring specialized support services (including but not limited to forensic or crime scene services, evidence collection or storage services).
  3. Upon the request of the University Department, in connection with any incident or occurrence that involves or is suspected to involve the commission or attempted commission of any felony offenses, or death or serious personal injury to one or more persons.
  4. Upon the request of the University Department, in conjunction with any incident or occurrence requiring the prolonged detention of violent or combative alleged offenders.
  5. When entering onto University Property or responding to any investigation or activity on University Property, except in situations of clear and present danger or other exigent circumstances in which the City Department is not required by law to present or act pursuant to prior notice, warrant or subpoena, the City Department will first communicate with and notify the University Department of the City Department's activities and seek the assistance of the University Department prior to engaging in the investigation or activity.
- G. Nothing herein shall be deemed to prevent either the City Department or the University Department from exercising their lawful jurisdiction or providing law enforcement duties as "first responders" in response to any request for or apparent need for emergency law enforcement services. In such case, in the event that the City Department and the University Department determine that an incident would best be handled by an agency other than the Departments that initially responded to the incident, the incident may be transferred to such other agency upon the mutual agreement of the University and the City Departments.
- H. The information and records shared under this Agreement may, when appropriate, include any information or records permitted to be released under any exception to the privacy protections of relevant state and/or federal laws, including, without limitation, the Freedom of Information Act, 5 ILCS 140/1, et seq., the Family Educational Rights and Privacy Act (FERPA) and its corresponding regulations, 20 U.S.C. 1232(g) and 34

C.F.R. Part 99, including the health and safety emergency exception, and/or records/information otherwise protected by state law. The Parties agree to treat as confidential all information received under the auspices of this Agreement unless the release of such information is authorized by the Party disclosing the information or is otherwise required by law.

- I. The City Department and University Department will exchange, in as timely a manner as is practicable, police investigatory information and copies of police/incident reports reporting any alleged crime of violence or sex offense involving University students (if City Officers have knowledge that the individual is a student) – including non-public information (e.g., the name of uncharged suspects), subject to applicable laws, regulations, and Department policies, including but not limited to FERPA, the Clery Act, 20 USC 1092(f), and the Violence Against Women Act, 42 U.S.C. 13701 *et seq.*
- J. If the City Department is the lead agency in a case involving a student as the alleged perpetrator of a crime of violence or sex offense, the University will, to the greatest extent permitted by law, provide to the City Department the name of the student found responsible for violating the University’s Code of Student Conduct; the Code of Student Conduct violation; and the final results of the disciplinary proceedings.
- K. In the event there is a concern that some information/record regarding sexual assault may not be shared under the terms of this Agreement because of the City or University’s obligations under any law or regulation, the City’s and University’s respective legal staffs or designated legal representatives will be consulted.
- L. With respect to infractions of University rules and policies, University officials retain the prerogative to impose disciplinary sanctions in addition to any police involvement or investigation that may be warranted.

#### **ARTICLE FIVE**

#### **UNIVERSITY DEPARTMENT OFFICERS TO ACT AS PEACE OFFICERS IN CITY**

The City authorizes University Department’s sworn law enforcement officers to act as peace officers for the protection of any and all persons and property whenever assisting the City Department within the City under this Agreement.

#### **ARTICLE SIX**

#### **REPORTING OFFENSES**

The University Department will, as soon as practicable and to the extent permitted by applicable laws or regulations, report certain alleged crimes of violence and sex offenses to the City Department. The University Department shall not refrain from notifying the City Department of a reportable crime based solely upon the named victim’s intent or desire not to proceed with further investigation or prosecution. It is understood that the victim has the right to choose whether to report the crime to the City Department, but the University may nonetheless report these offenses to the City Department, subject to its obligations under any applicable law, regulation, or University policy. The University will notify the victim of his/her right to report the crime to the City Department and will document that notification in the University Department incident report.

Alleged Crimes of Violence and Sex Offenses, including attempts that the University and City Departments agree to be reportable:

1. Criminal Homicide
2. Sexual Assault, which includes rape, sodomy, sexual assault with an object and forcible fondling as defined by the FBI NIBRS Manual
3. Robbery
4. Aggravated Assault
5. Crimes Against Minors
6. Crimes Against Elderly/Disabled persons
7. Medically Unattended Death

\*City Department Officers should refer to the Addendum to the Agreement for the crimes under the Illinois Compiled Statutes that correlate to the above crimes.

**ARTICLE SEVEN**  
**INVESTIGATION OF OFFICER-INVOLVED DEATHS**

In accordance with the Police and Community Relations Improvement Act (50 ILCS 727/1-10), the University Department hereby establishes a policy for the investigation of officer-involved deaths that involve its law enforcement officers. The City Department agrees, via the Deadly Force Investigative Team (DFIT) to conduct the criminal investigation involving any University officer-involved death as prescribed in 50 ILCS 727/1-10, unless either party requests that the Kane County OIS Task Force to conduct the investigation. The City Department and University Department will each be responsible for compensating their respective officers and investigators involved in any officer-involved death investigation.

**ARTICLE EIGHT**  
**RESPONDING TO AND INVESTIGATING INCIDENTS OF SEXUAL ASSAULT AND**  
**DISTRIBUTING UNIVERSITY TIMELY WARNING NOTICES AND EMERGENCY**  
**NOTIFICATIONS**

**Responding to and Investigating Incidents of Sexual Assault**

**Procedure**

The dual mission of the University Department with regard to sexual assaults is (a) to ensure the safety, medical, and emotional well-being of the victim and all University faculty, staff, students, and visitors on campus, and (b) to employ proper investigatory techniques in order to preserve evidence and obtain information that may lead to the apprehension of a suspect should a victim decide to cooperate with prosecution. The phrase “sexual assault” includes attempts for purposes of this Agreement.

**Types of Reports**

The University Department may receive reports in several different ways (the most common scenarios are listed below) and the manner in which the report is received will affect the response procedures for the University Department.

- A. A complainant (sometimes also referred to as “victim”) may call the University Department’s Communications Center to report a sexual assault.

- B. A complainant may report a sexual assault directly to a member of the University Department
- C. A complainant may report a sexual assault to a “Campus Security Authority” (as defined by the Clery Act) or to a “Responsible Employee” (as defined under Title IX),
- D. A complainant may call the City Department to report a sexual assault. For purposes of this Agreement, such reports include incidents involving a member of the Campus Community (University students, faculty, and staff) or occurring on University Property.
  - 1. Report of a Recent Incident versus a Delayed Report on University Property
    - a. If a complainant calls the Communications Center or reports a sexual assault directly to a member of the University Department, or a Campus Security Authority/Responsible Employee calls the Communications Center to report a sexual assault that was reported to her/him:
      - i. The University Department staff member should immediately attempt to determine:
        - A. If the victim needs immediate medical attention;
        - B. If the victim is in danger; and
        - C. if the assault occurred within the past 96 hours or if the report is a Delayed Report (for purposes of this Agreement, a delayed report is defined as an incident that occurred more than 96 hours from the time of the assault).
      - ii. The University Department staff member should attempt to determine the location where the assault occurred and if the complainant is calling from the location where the assault occurred.
      - iii. If the report is being made by a Campus Security Authority/Responsible Employee, the University Department staff member should determine if the complainant is willing to directly report the incident to a University Department officer.
      - iv. If the location is determined to be in the City Department’s jurisdiction and off the Main Campus, the University Department staff member will immediately contact the City Department and provide it with all available information.

This information will affect the response of the University Department and the potential involvement of the City Department. If the complainant reported the incident to a Campus Security Authority/Responsible Employee, and is not willing to report it and identify her/himself to the University Department, the Chief of the University Department or his/her designee will, to the extent legally permissible, report the incident to the City Department without providing the name of the complainant. When in doubt, the Chief of the University Department or designee will confer with the Chief of the City Department or designee.

- 2. General: Report of a Recent Incident on University Property
  - a. Whenever the University Department receives a report of a sexual assault, the Chief of the University Department (or designee) will be notified immediately.

- b. Upon receiving a report of a sexual assault from a complainant calling from the scene of the crime, the communications personnel shall dispatch a supervisor and/or officer to the location of the complainant to take an initial incident report and to secure the crime scene. Medical personnel shall be dispatched if the complainant stated that she/he was in need of medical care.
- c. If the complainant is not at the scene of the crime, communications personnel will provide several options to the complainant in order to protect her/his privacy to the extent possible, and the communications personnel should explain that if a University Department officer responds to her/his current location, her/his friends and bystanders will be curious about why the officers are there – which may reduce her/his privacy in the matter. The communications personnel should then inform the complaint of the following options: (1) the University Department can dispatch an officer to her/his location to take a report; (2) the complainant can respond to the University Department facility to file a report; (3) the University Department can pick the complainant up at an agreed upon location to provide an escort to the University Department facility to file a report. Medical personnel shall be dispatched if the complainant is in need of medical care.
- d. In all cases listed above, radio communications concerning the incident should be kept to a minimum, and if practical, communications should be made either in person or via phone. As soon as the responding officer receives confirmation of an alleged sexual assault (defined for this MOU as; rape, sodomy, sexual assault with an object or forcible fondling as defined by the FBI NIBRS Manual) and determines the report to be a good faith report, the officer will determine if a BOLO (Be On the Look Out) is appropriate. The officer will contact a supervisor, if not already on the scene, so as to begin their preliminary investigation, offer the victim access to SANE at Presence Mercy Hospital and secure an advocate or friend of the complainant, if the complainant so desires. The complainant should be encouraged to seek medical attention to secure essential evidence that is subject to destruction if not recovered as soon as possible. To the extent legally permissible, the City Department will be made aware that a sexual assault was reported to the University Department and that the University Department is conducting a preliminary investigation. The University Department will always offer the complainant the option of filing the report directly with the City Department and will assist in the filing of said report if requested.

3. General: Delayed Report on University Property.

- a. Whenever the University Department receives a delayed report of an alleged sexual assault, the Chief of the University Department or designee will be notified immediately.
- b. The communications personnel will provide several options to the complainant in order to protect her/his privacy to the extent possible, and



communications personnel should explain that if a University officer responds to her/his location, her/his friends and bystanders will be curious about why the officers are there – which may reduce her/his privacy in the matter. The communications personnel should then inform the complainant of the following options: (1) the University Department can dispatch an officer to her/his location to take a report; (2) the complainant can respond to the University Department facility to file a report; (3) the University Department can pick the complainant up at an agreed upon location to provide an escort to the University Department facility to file a report.

- c. Radio communications concerning the incident should be kept to a minimum, and if practical, communications should be made either in person or via phone.
- d. The Chief of the University Department or designee will determine if the City Department should be notified to take a report in cases involving a delayed report. When in doubt, the Chief of the University Department or designee will report the incident to the City Department without providing the name of the complainant or confer with the Chief of the City Department or designee. (Pursuant to VAWA).
- e. Nothing in this Section shall impose any liability on the City Department in the event that the University Department fails to notify the City Department to take a report in a case involving a delayed report as set forth in the above subsection (d).

#### 4. Notification

- a. The University Department's supervisor or senior officer on-duty will ensure that the following University Officials are notified upon the report of a sexual assault:
  - i. The Chief of the University Department or the on-call Commander.
  - ii. The on-call Residence Life Staff member.

### **ARTICLE NINE OFFICER RESPONSE**

#### **A. Report of a Recent Incident on University Property**

- 1. The primary concern of the University Department officer(s) on the scene shall be the safety, medical, and emotional well-being of the victim and all University faculty, staff, and students, and preservation of evidence. Any special requests made by the victim at this time, such as having a friend present, should be honored whenever practical.
- 2. Depending on the condition of the victim and the probability of affecting the apprehension of the alleged suspect(s) if still in the vicinity, but with full recognition that the mental and emotional well-being of the victim is paramount, the officer at the scene should secure preliminary information from the victim regarding the physical description of the alleged suspect(s), time of occurrence, wounds, type of weapon used or mentioned, if any, vehicle description, if any, suspect's direction of flight, etc. Dispatch shall share this information with the City Department for purposes of the BOLO.

3. If the victim is in need of medical assistance, first aid shall be administered by responding officers until medical personnel arrive.
4. If the victim contacted the University Department from the scene of the reported crime, the University Department officer(s) on the scene shall also preserve and secure the scene of the crime. If the scene of the crime is on University Property but not on the Main Campus, the University Department officers should immediately report that information to the responding City Department officers, as they will need to determine if they intend to obtain a search warrant for the location of the crime. University Department officer(s) should secure the scene until relieved by the City Department, or until the City Department officers arrive and determine what further action will be taken.
5. Any and all witnesses should be identified by the University Department officers and asked for preliminary information about the suspect. Witnesses should then be asked to await the arrival of the City Department investigators, if they will be conducting the investigation. All witnesses should be requested not to discuss the incident with anyone prior to being interviewed, and if practical, these witnesses should be kept separate from each other during this waiting period.
6. The University Department officer shall write a preliminary report and immediately alert other units and the City Department units of pertinent information, if a suspect is at large. Follow up shall be conducted by the University Department if the incident occurred on the Main Campus.

#### **B. Report of a Delayed Incident on University Property**

1. The primary concern of the University Department officer(s) taking a delayed report of an alleged sexual assault shall be the safety, medical, and emotional well-being of the victim and all University faculty, staff, and students. Any special requests made by the victim at this time, such as having a friend present during the interview, should be honored whenever practical.
2. The University Department officer shall gather the basic details about the incident, including but not limited to: the date and time of occurrence, location of occurrence, reported injuries, the type of weapon used or mentioned, if any, vehicle description, if any, and a general synopsis of what occurred. The officer shall advise the victim of her/his right to make a report with the City Department, provide contact information for both off and on campus medical and mental health resources, and ask the victim if she/he needs any support services at this time.
3. University Department officers shall conduct a follow up investigation if the incident occurred on the Main Campus or any satellite campuses or additional locations. Otherwise, the City Department shall conduct the follow up investigation.

#### **ARTICLE TEN** **SPECIAL NOTES**

1. Preservation of the crime scene includes a victim's clothing and body. Victims should be encouraged not to change clothing or shower in order for medical personnel to preserve evidence that may be obtained from the victim's person.
2. If the City Department has been summoned at the request of a complainant and becomes involved in the investigation of a crime that occurred on University Property,

all subsequent interviews and law enforcement functions shall be conducted by the City Department. The City Department will notify the University Department as outlined in Article Four, F.5. The City Department shall not be responsible for any activity that occurred prior to its arrival, including, without limitation, the preservation of the crime scene.

3. If a victim contacts the University Department to report a crime that occurred in the City Department's jurisdiction and not on University Property, the University Department will immediately notify the City Department of the report unless prohibited by VAWA.
4. The Chiefs, or designees, of the City and University Departments will regularly confer on the status of active investigations to ensure compliance with federal requirements while maintaining the integrity of any active criminal process

#### **ARTICLE ELEVEN**

#### **UNIVERSITY RESPONSIBILITY UPON REPORT OF SEXUAL VIOLENCE**

1. Once the University Department and/or a Responsible Employee of the University becomes aware of an incident of sexual violence, misconduct or harassment, the University must take immediate and appropriate action to investigate or otherwise determine what occurred. This action is separate from a City or University Department's criminal investigation. The University will not delay its investigation or any other action pending the completion of a criminal investigation or the filing of charges.
2. Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion under Title IX. If sexual violence has occurred, the University will:
  - a. Take prompt and effective steps to end the sexual violence,
  - b. Prevent its recurrence, and
  - c. Address its effects, whether or not the sexual violence is the subject of a criminal investigation.
  - d. The University will additionally take steps to protect the complainant as necessary, including interim steps to protect the complainant which must be taken prior to the final outcome of the investigation.
  - e. When a complainant informs the University Department that she/he has been the victim of sexual violence, misconduct, or harassment, in addition to the above response protocols, the University Department officer will inform the complainant of her/his right to report the incident to the University. Such a report can be made by phone or in person. The University Department officer who takes the initial report will notify the complainant of the names and contact information (including email address, phone number, and location of the office) of the Title IX officer(s) and will document that the notification was made in the narrative of the University Department incident report.

**ARTICLE TWELVE**  
**DISTRIBUTION OF TIMELY WARNING NOTICES (OR CAMPUS SAFETY ALERTS)**

**A. Timely Warning Notices**

The University must, in a manner that is timely and will aid in the prevention of similar crimes, provide information to the Campus Community about Clery Act crimes as defined in the statute and regulations that have been reported to Campus Security Authorities or state or local police and represent a serious or continuing threat to the Campus Community. Clery Act crimes include criminal homicide (murder, non-negligent manslaughter, negligent manslaughter), aggravated assault, sex offenses (forcible and non-forcible), robbery, burglary, motor vehicle theft, arson, liquor/drug/weapon offenses, and hate crimes. These warnings, which the University Department issues as Timely Warning Notices (or Campus Safety Alerts), shall be issued in accordance with the procedures described below.

1. Criteria for a Timely Warning Notice.

The University Department disseminates Timely Warning Notices to notify the Campus Community of serious crimes that occur on campus and pose an ongoing threat to the Campus Community. The Chief of the University Department is the lead coordinator of such messages, and consults closely with the chair of the Campus Emergency Operations Team (CEOT) on content, timing and distribution methods. Upon consultation, the chair of the Campus Emergency Operations Team will have final approval to authorize the Chief of the University Department to issue the timely warning notice. In the absence of the CEOT chair, the Vice President for University Communications will have the final approval.

Timely Warning Notices are typically distributed for crimes of arson, criminal homicide and robbery, following the Uniform Crime Reporting Program and National Incident Based Reporting System classifications. Additionally, cases of aggravated assault, sex offenses, and other crimes are considered on a case-by-case basis, and will result in a Timely Warning Notice if it is determined that there is a significant, continuing danger to the Campus Community. For example, if an assault occurs between two students who have a disagreement, or if a sexual assault is reported long after the incident occurred, depending on the circumstances of each incident, a Timely Warning Notice may not be distributed. In such instances, other notifications to the Campus Community may be initiated.

2. Dissemination of the Timely Warning Notice.

As soon as information regarding a relevant incident is confirmed, the University Department will disseminate a Timely Warning Notice to the Campus Community. Such messages will be sent via email, posted on the University Department portion of aurora.edu, and detailed on orange paper flyers in relevant campus buildings for a period of seven days. Emergency alert signup is available on the University website.

Timely Warning Notices are composed by the Chief of the University Department, or her/his designee, and disseminated by University Communications. If the Chief of the University Department is unavailable, the Vice President for University Communications will compose the message. Follow-up information may be disseminated via these methods as appropriate. The University Department will notify the City Department, as soon as practicable, if the University has determined that a Timely Warning Notice will be disseminated.

If a crime is reported directly to the City Department that could pose an ongoing threat to the Campus Community, a representative of the City Department will notify the University Department as soon as practicable about the crime and provide sufficient detail to allow the University Department to assess the crime and determine if a Timely Warning Notice should be distributed to the Campus Community. The City Department will assist the University Department in its response to a crime that affects the Campus Community, as it deems appropriate and as resources permit.

## **B. Emergency Notifications**

In the event of an emergency or incident that poses a potential threat to the health and safety of the Campus Community, an effective campus-wide communications process is vital in order to provide the greatest safety possible for the Campus Community. As part of its Campus Emergency Operations Plan, the University has adopted a formalized procedure for issuing emergency alerts to the Campus Community.

If an emergency or incident that poses an immediate threat to health and safety on University Property is reported directly to the City Department, a representative of the City Department will notify the University Department as soon as practicable about the incident/situation and provide sufficient detail to allow the University Department to assess the incident/situation to determine if an emergency alert should be distributed to the Campus Community. The City Department will assist the University Department in its response to an emergency on campus, as it deems appropriate and as resources permit.

## **ARTICLE THIRTEEN** **RESPONDING TO AND INVESTIGATING INCIDENTS OF ARSON**

The Clery Act requires the University to investigate any fire that is not immediately known to be accidental. The University Department has a limited number of officers trained to conduct basic arson investigations. The City Department in conjunction with the City Fire Department agrees to provide the necessary resources to support the University Department's investigation of any fire that is not immediately known to be accidental, if the University Department needs investigative support. If the City Department assists in conducting the investigation, its officers will provide an incident report of the investigation with a final determination (i.e. arson, suspicious fire or unknown cause) after the City Fire Department has concluded its' investigation to the University Department for its records.

**ARTICLE FOURTEEN**  
**TERM**

This Agreement shall take effect upon being executed by an authorized representative of each party and continue in effect for a period of one year thereafter. Unless written notice is provided by one party to the other at least forty-five (45) days prior to the annual anniversary date, this Agreement shall be automatically extended for another one-year term, subject to the same terms and conditions as the initial term, unless modified in writing. This Agreement may, during the term of the Agreement, be terminated by either Party upon forty-five (45) days' written notice.

**ARTICLE FIFTEEN**  
**GOOD FAITH**

Each party agrees to act in good faith to observe the terms of this Agreement; however, nothing in this Agreement is intended to require any unlawful or unauthorized act by any Party. If either Party believes in good faith that changes in the law, in University or City operations, or in evolving best practices requires modification or amendment of the provision of this Agreement, the Party seeking modification or amendment shall provide written notice to the other Party, whereupon the Parties shall discuss and negotiate mutually agreed modifications or amendment to the Agreement.

The Parties agree to work in good faith to mutually resolve any problems occurring or arising out of the performance of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

**ARTICLE SIXTEEN**  
**AMENDMENTS AND MODIFICATIONS**

Any modifications or amendments to this Agreement must be in writing and must be duly authorized and signed by the authorized representatives of both Parties.

**ARTICLE SEVENTEEN**  
**NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing, pursuant to the provisions of this subsection;

Chief of Police  
Aurora Police Department  
1200 E. Indian Trail  
Aurora, Illinois 60505

Chief of Police/Director, Campus Public  
Safety  
Aurora University  
347 S. Gladstone Avenue  
Aurora, Illinois 60506

**ARTICLE EIGHTEEN**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts of portions of this Agreement shall remain in effect.

**ARTICLE NINETEEN**  
**WAIVER**

Nothing in this Agreement shall be construed as a waiver by either the University or City, and/or any of their respective officials, officers and/or employees, of any privileges, immunities and/or rights to which they may be entitled pursuant to state or federal law.

**ARTICLE TWENTY**  
**COMPENSATION FOR MUTUAL AID.**

Any equipment provided to the other Party pursuant to this Agreement shall remain the property of the original Party. The Party providing equipment, personnel, resources and/or services shall have the right to withdraw said equipment, personnel, resources and/or services. Equipment, personnel, resources and/or services provided pursuant to this Agreement shall be at no charge to the other Party, unless otherwise agreed in writing.

Each Party agrees to be responsible for all employee benefits, wages and disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, medical expenses and any other type of expenses or cost incurred by an its employees or agents, as a consequence of performing under this Agreement.

**ARTICLE TWENTY-ONE**  
**HOLD HARMLESS AND INSURANCE**

Each Party expressly agrees to waive and hold harmless the other Party, its officers, employees, agents, and elected and/or appointed officials, from and against any causes of action, judgments, and damages or liability of any kind (including awards of attorney's fees and costs) which may arise, directly or indirectly, out of or relate to the acts or omissions of any Party or its officers, agents, employees and elected or appointed officials, in performance of this Agreement, provided, however, that such claims, damages and/or liability are not the result of any act or omission constituting willful and wanton conduct.

Each Party shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Workers' Compensation limits as required by State statute.
- D. Employer's Liability: \$500,000 per incident.
- E. Excess Liability: \$1,000,000 per occurrence and in the aggregate.

The insurance requirements herein may be satisfied through self-insurance of the insurance coverage and limit requirements set forth above, and shall be primary to the coverage of the Parties, who shall be named as additional insureds to any such coverage.

**ARTICLE TWENTY-TWO**  
**VENUE AND GOVERNING LAW**

All questions of interpretation, construction, enforcement and all controversies with respect to the Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Court of the Sixteenth Judicial Circuit, Kane County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

**ARTICLE TWENTY-THREE**  
**BENEFIT OF CONTRACTING PARTIES; AGENCY**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. University officials are not agents of the City Department and City officials are not agents of the University.

**ARTICLE TWENTY-FOUR**  
**INVALIDITY OF AGREEMENT**

If any provision of this Agreement is found to be illegal, invalid or void, the remaining provisions shall not be impaired and the Agreement shall, to the extent reasonably practicable, be interpreted to give effect to the Parties' intent.

**ARTICLE TWENTY-FIVE**  
**ASSIGNMENT**

Neither Party shall have the right to assign any rights or obligations under this Agreement without the prior written approval of the other Party.



**ARTICLE TWENTY-SIX**  
**ENTIRE UNDERSTANDING**

This Agreement sets forth all the understandings between the Parties regarding the subjects addressed above. There are no covenants, agreements, conditions or understandings between the parties, either written or oral, other than those contained in this Agreement.

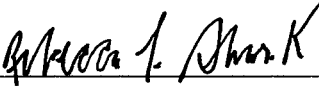
**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

CITY OF AURORA, ILLINOIS

AURORA UNIVERSITY

By: \_\_\_\_\_

Richard C. Irvin, Mayor

By:  \_\_\_\_\_

Rebecca L. Sherrick, President

## **ADDENDUM TO THE AGREEMENT BETWEEN AURORA UNIVERSITY & THE CITY OF AURORA POLICE DEPARTMENT**

### **CITY OF AURORA POLICE DEPARTMENT RESPONSIBILITIES:**

Off-University Property Responsibilities related to Aurora University:

1. Traffic law enforcement responsibilities on public streets or roads adjacent to the Main Campus.
2. Responding to any call or request for service from any person within University Property.
3. In connection with the activities of the City of Aurora Police Department (“City Department”) outside of University Property or in connection with the investigation of incidents occurring outside University Property.
4. APD and AU will exchange, in a as timely as a manner as is practicable, police investigatory information and copies of police/incident reports reporting any alleged crime of violence or sex offense of University students (if known by the City Officer at the time) – including non-public information, subject to applicable laws, regulations, department policies.
5. Contacting University Department if an AU student (if officer has knowledge) is involved as a defendant or a victim in the crimes listed in Article Six. The following list describes the *Clery Act* crimes and the corresponding Illinois statutes:
  - a. **Aggravated Assault** – 720 ILCS 5/12-2 (under *Clery*, defined as Intimidation)
  - b. **Aggravated Battery** – 720 ILCS 5/12-3.05 (under *Clery* defined as Aggravated Assault)
  - c. **Aggravated Battery with a Firearm** – 720 ILCS 5/12-4.25 (under *Clery* defined as Aggravated Assault)
  - d. **Aggravated Criminal Sexual Abuse** – 720 ILCS 5/12-16 (under *Clery* defined as Sexual Assault/Forcible Fondling)
  - e. **Aggravated Criminal Sexual Assault** – 720 ILCS 5/12-14 (under *Clery* defined as Sexual Assault)
  - f. **Aggravated Domestic Violence** – 720 ILCS 5/12-3.3
  - g. **Armed Violence** – 720 ILCS 5/33A-2 (under *Clery* defined as Aggravated Assault)
  - h. **Arson or Attempt Arson** – 720 ILCS 5/20-1 (under *Clery*, defined as Arson)
  - i. **Assault** – 720 ILCS 5/12-1 (under *Clery*, defined as Intimidation)
  - j. **Attempt Murder** – 720 ILCS 5/9-1/720 ILCS 5/8-4 (under *Clery* defined as Aggravated Assault)
  - k. **Battery** – 720 ILCS 5/12-3 (under *Clery*, defined as Simple Assault)
  - l. **Burglary or Attempt Burglary** – 720 ILCS 5/19-1 (under *Clery* defined as Burglary)
  - m. **Criminal Sexual Abuse** – 720 ILCS 5/12-15 (under *Clery* defined as Sexual Assault/Fondling)
  - n. **Criminal Sexual Assault** - 720 ILCS 5/12-13 (under *Clery* defined as Sexual Assault)
  - o. **Domestic Violence** - 720 ILCS 5/12-3.2
  - p. **Hate Crime** – 720 ILCS 5/12-7.1
    - i. The following charges if they relate to a Hate Crime are reportable:
    - ii. **Criminal Damage to Motor Vehicle (only if linked to a Hate Crime)** - 625 ILCS 5/4-102
    - iii. **Criminal Damage to Property (only if linked to a Hate Crime)** – 625 ILCS 5/21-1 (under *Clery*, defined as Vandalism)

- iv. **Hate Vandalism** – 720 ILCS 5/21-1.2
- v. **Intimidation** – 720 ILCS 5/12-6
- vi. **Theft** – 720 ILCS 5/16-1 (under *Clery*, defined as Larceny)
- q. **Incest** - 720 ILCS 5/11-11 (under *Clery*, defined as Incest)
- r. **Involuntary Manslaughter and Reckless Homicide** – 720 ILCS 5/9-3 (under *Clery*, defined as Negligent Manslaughter)
- s. **Murder** – 720 ILCS 5/9-1 (under *Clery* defined as Murder/Non-Negligent Manslaughter)
- t. **Residential Burglary** – 720 ILCS 5/19-3 (under *Clery* defined as Burglary)
- u. **Robbery or Attempt Robbery** – 720 ILCS 5/18-1/720 ILCS 5/8-4 (under *Clery* defined as Robbery)
- v. **Unlawful Possession of a Stolen Motor Vehicle or Attempt Unlawful Possession of a Stolen Motor Vehicle** – 625 ILCS 5/4-103 (under *Clery*, defined as Motor Vehicle Theft)
- w. **Stalking** – 720 ILCS 5/12-7.3

City of Aurora Police Department responsibilities on University Property when requested by Aurora University Campus Public Safety Department (“University Department”):

1. In response to a request from the University Department for assistance.
2. When specialized support services (including but not limited to forensic or crime scene services or evidence collection) are needed.
3. When requested by the University Department, in connection with any incident or occurrence that involves or is suspected to involve the commission or attempted commission of any felony offenses, serious personal injury or death of one or more persons.
4. When requested to assist in any incident involving a prolonged detention or violent/combatative offender(s).
5. City Department officers must first contact the University Department prior to engaging in an investigation or activity on University Property. An exception to this is in situations of clear and present danger or other exigent circumstances where the City Department is not required by law to provide notice, warrant or a subpoena.