

**AGREEMENT FOR RECIPROCAL SHARING OF INFORMATION AND  
DOCUMENTS BETWEEN THE AURORA HOUSING AUTHORITY AND THE  
AURORA POLICE DEPARTMENT**

THIS AGREEMENT, by and between the Aurora Housing Authority (“AHA”) and the City of Aurora, through the Aurora Police Department as the City’s law enforcement agency (“APD”) is entered for the purpose of providing a reciprocal system for sharing information and documents between the AHA and APD (“Parties”) as set forth herein.

WHEREAS, the AHA is a unit of local government created by the governing body of the City of Aurora pursuant to the Housing Authorities Act (310 ILCS 10/1, *et. seq.*) and is comprised of a Chairman and Board members appointed to office by the Mayor of the City of Aurora;

WHEREAS, the AHA is a public housing authority whose sole mission and function is to provide public housing assistance to low-income individuals residing in the City of Aurora and under the jurisdiction of the APD;

WHEREAS, the APD is the City of Aurora’s law enforcement agency;

WHEREAS, the Parties have determined that it is in the best interests of the Parties, citizens of Aurora, Illinois, and the public in general to foster cooperation and improve the flow of information between the AHA and APD in order to promote a safe, healthy, and violence-free living environment for the public housing tenants of the AHA, all of whom reside in Aurora, Illinois within the jurisdiction of the APD;

WHEREAS, the AHA and APD recognize the need for their employees and agents to be able to reciprocally share information with each other, specifically with respect to any criminal activity documented in police reports involving tenants or potential tenants of the AHA who reside or will potentially reside in public housing located in Aurora, Illinois and under the jurisdiction of the APD;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes intergovernmental cooperation such as is contemplated by the Agreement, and Illinois statutes provide that public agencies may share powers through intergovernmental agreements (5 ILCS 220/1 *et. seq.*);

WHEREAS, one method for sharing information may be in response to requests submitted between the Parties pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*), or other types of requests for documents and information, made for the general purpose of facilitating an investigative process in order to ensure the safety of residents of the City of Aurora, including, but not limited to tenants of the AHA.

NOW THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements herein set forth, the Parties, by their execution of this Agreement, hereby agree as follows:

A. The Aurora Police Department agrees to:

1. Identify an APD employee(s) who shall be responsible for facilitating the exchange of information between the Parties on behalf of the APD.
2. Cooperate with the AHA and respond to its requests for information and documents regarding any tenants or potential tenants of the AHA; specifically requests for un-redacted synopsis reports that do not contain LEADS information.
3. Cooperate with the AHA and respond to its requests for information and documents regarding any crime or potential or alleged crime committed in the City of Aurora on or near property owned by the AHA.
4. In the event that AHA needs full reports, AHA shall complete a FOIA request and APD will provide the reports as required under FOIA. In the event litigation or other court proceedings have been filed, the AHA may submit a subpoena to the APD for un-redacted police reports.

B. The Aurora Housing Authority agrees to:

1. Identify an AHA employee(s) who shall be responsible for facilitating the exchange of information between the Parties on behalf of the AHA.
2. Use the information and documents provided by the APD for the limited purpose of determining whether AHA tenants and/or potential tenants have been involved in any criminal activity which could potentially affect their eligibility for public housing assistance through the AHA in accordance with rules and regulations set forth by the U.S. Department of Housing and Urban Development, and/or for the purpose of use in any civil proceeding in which the AHA is a party.
3. Cooperate with the APD and respond to any investigative inquiries or requests for documents or information regarding its tenants or potential tenants, as well as regarding any real property owned by the AHA within the City of Aurora.

C. The Parties agree:

1. This agreement does not apply to records protected from disclosure under the Juvenile Court Act of 1987 (705 ILCS 405/1-1, *et. seq.*).
2. This agreement does not apply to records protected from disclosure under the Law Enforcement Agencies Data System (LEADS) (20 ILCS 2605-375).
3. This agreement does not apply to records that involve a confidential informant or could compromise an investigation.

4. Any Party receiving records or other information pursuant to this Agreement from any other Party shall indemnify and hold harmless the sending Party, its employees, agents, officers and officials from any and all liability or claims, including reasonable attorneys' fees arising from the improper release or use of such records or information.
5. Any and all information received by any Party as a result of this Agreement shall be kept confidential by the Parties in accordance with any and all applicable laws, and shall not be disclosed to another party except either as provided by law or in a civil proceeding in which the AHA is a party.
6. The term of this Agreement shall be December 1, 2018 to November 30, 2019. Unless this Agreement is terminated as provided, this Agreement will automatically renew each year for a term from December 1 to November 30.
7. Any modifications to this Agreement may be made only through written mutual consent of the Parties.
8. A Party may terminate their involvement in this Agreement by providing thirty (30) days prior written notice to the other Party.
9. Except for the reports provided in accordance with Sections A and B, above, any notice or demand required under this Agreement must be in writing, personally served or sent via certified mail with return receipt requested and postage prepaid, directed to the appropriate address listed below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party as provided in this paragraph:

If to the AHA:

Mickey, Wilson, Weiler, Renzi & Andersson, P.C.  
140 S. Municipal Drive  
Sugar Grove, Illinois 60554

If to the City:

City of Aurora  
44 E. Downer  
Aurora, IL 60507  
Attention: Legal Dept.

Aurora Police Department  
1200 E. Indian Trail  
Aurora, IL 60504  
Attn: Chief of Police

*[Signature page follows.]*

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers on the dates indicated.

**THE CITY OF AURORA**

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**THE AURORA HOUSING AUTHORITY**

BY:  \_\_\_\_\_  
Joe Grisson, Chairman

Date: 4/24/19

BY:  \_\_\_\_\_  
Ralph Jordan, Executive Director

Date: 4/24/19

ATTEST: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_