

**AGREEMENT BETWEEN THE CITY OF AURORA, THROUGH THE AURORA
POLICE DEPARTMENT, AND FAMILY SERVICE ASSOCIATION OF GREATER
ELGIN AREA REGARDING A PARTNERSHIP TO PROVIDE COMMUNITY-BASED
MENTAL HEALTH SERVICES TO YOUTHS AND THEIR FAMILIES IN AURORA**

Whereas Family Service Association of Greater Elgin Area (FSA) located at 1140 N. McLean Blvd., Suite I, in Elgin, IL 60123 and the City of Aurora, through the Aurora Police Department (APD) located at 1200 E. Indian Trail, Aurora, IL 60505 have agreed to enter into an agreement (“Agreement”) for FSA to use designated office space to offer a full array of mental health screenings and support services as set forth herein:

I. PURPOSE & SCOPE OF AGREEMENT

- a. The purpose of the Agreement is to clearly identify the roles and responsibilities of FSA and the City of Aurora through APD (“Parties”) as they relate to the collaboration and partnership in providing community-based mental health services to youths and their families in Aurora. In particular, this Agreement is intended to:
 - i. Allow FSA to station Mental Health Professionals in the Aurora Police Department to provide services to citizens of Aurora including crisis assessments and therapy sessions.
 - ii. Allow FSA to provide literature and pamphlets to the public regarding their services.
 - iii. Decrease response time of assessments in the community.
 - iv. Increase awareness of mental health services in the community.

II. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- a. Family Service Association of Greater Elgin Area’s Responsibilities:
 - i. FSA will provide Mental Health Professionals in APD office during scheduled office times.
 - ii. FSA will supply their own computers, software, printers, and copiers for their own use.
 - iii. FSA will ensure that all employees that work out of the APD site wear a picture I.D. at all times while on site.
 - iv. FSA agrees to provide proof of professional liability coverage and general liability coverage for all staff providing services at APD.
 - v. FSA agrees that any employee working at APD will go through a background check by APD.
 - vi. FSA agrees that all client meetings will occur in the public lobby and that only staff with key card access will be allowed in the office area. At no time will FSA staff allow clients to access the secured areas of APD.

- b. Aurora Police Department’s Responsibilities:
 - i. APD will provide office space which shall include:
 - 1. An office space with locks and key cards

2. Two desks, two chairs, and file cabinets
3. Landline and wireless internet
4. Parking in the front parking lot for staff and clients
5. Utilities including gas, water, electric, and garbage
6. General office maintenance
7. Interview room in the Lobby to conduct crisis assessments and therapy sessions. These rooms are interview rooms for APD and are equipped with cameras and recording devices. The cameras and recording devices are only for use by APD and will not be accessible to FSA employees. The cameras and recording devices are not automatic on and will not record FSA counseling sessions. These two rooms are the only rooms available for FSA to conduct counseling sessions. FSA cannot have clients in secured areas.
8. Space in the lobby for FSA to place handouts and other relevant materials.
9. Share reports when allowed. If a juvenile is involved, the report will only be shared when there is a waiver signed by the parent(s)/guardian(s).

III. TERMS OF THE AGREEMENT

- a. This Agreement is entered into solely for the benefit of the contracting parties. 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 or establish any legal duty to any third party. No third party may rely on the terms and conditions of this Agreement.
- b. This Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed will be deemed an original, and all of which taken together will constitute but one and the same instrument, binding on all parties.
- c. 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 thirty (30) days prior to the annual anniversary date, this Agreement shall automatically extend 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 thirty (30) days' written notice.
- d. 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:

Family Services of Greater Elgin Area
1140 N. McLean Blvd.
Suite 1
Elgin, IL 60123
Attention: Executive Director

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

- e. Upon termination of this agreement, whether by forfeiture, lapse of time or otherwise, or upon the termination of FSA's right to possession of the office space, FSA will at once surrender the office space up in good condition and remove all FSA equipment, garbage, debris, personal property from the premises.

IV. HOLD HARMLESS AND INSURANCE

- a. 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.
- b. FSA shall maintain the following minimum levels of insurance coverage during the term of this Agreement:
 - i. General Comprehensive Liability: \$1,000,000.00 (one million) combined single limit per occurrence for bodily injury, personal injury, and death. Minimum general aggregate shall be no less than \$2,000,000.00 (two million).
 - ii. FSA to name the City of Aurora as an additional insured on the above policy.

V. VENUE AND GOVERNING LAW

- a. All questions of interpretation, construction, enforcement and all controversies with respect to this 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 proceeding, unless otherwise prescribed in the agreement.

This Agreement sets forth all the understanding between the Parties regarding the subjects addressed above. There are no covenants, agreements, conditions or understanding between the Parties, either oral or written, 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 below.

Family Services Association of Greater Elgin Area:


Executive Director
Family Service Association of Greater Elgin Area

Date: 11-13-18

City of Aurora, through the Aurora Police Department:

Chief of Police
City of Aurora

Date: _____