

CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and Family Services Association of Greater Elgin Area (“FSA”), for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. **Scope of Services.** FSA shall perform the Services set forth in Exhibit A and any attachments thereto. The purpose of this Agreement is to identify the roles and responsibilities of the Parties in their collaboration and implementation of the Program, specifically, the selection and provision of two (2) Full Time Qualified Mental Health Professionals or other agreeable qualified candidates between October 2022 and March 2023 (1) Part Time Qualified Mental Health Professional to function as Police Social Workers, and a maximum of three Student Interns, currently enrolled in the Masters of Social Work program, Counseling, Psychology or other related field, all to provide services at the Aurora Police Department (“APD”) under the parameters and guidelines set forth herein. FSA shall not be required to provide Part Time Qualified Mental Health Professionals to the City until September 2023 or after the payment scheduled in Exhibit A is amended.

2. **Term.** The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. **Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

4. **Payment.** Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized by the Act.

5. **Termination for Convenience.** Either Party has the right to terminate this Agreement,

in whole or in part, for any reason or in case of the City, if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing the other Party with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City except for any clinical records or mental health professional records of FSA not required for compliance with the Department of Justice, Community Orientated Policing Services Grant.

6. Indemnification and Insurance.

- a. **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City and APD as an additional insured party and shall not cancel such insurance without prior notice to the City.
- b. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties, except that neither FSA, nor any of its agents or employees shall be liable to any extent for any injury or damage arising out of or caused by or resulting from the negligent acts or omissions of the City, or APD, their employees, officers or other agents.
- c. **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

7. Miscellaneous Provisions.

- a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement. FSA shall not be required to produce records protected by the Illinois Mental Health and Developmental

Disabilities Confidentiality Act (MHDDA) pursuant to 740 ILCS 110/et seq unless otherwise required by law.

- b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
- d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- e. **Jurisdiction and Venue.** The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.
- f. **Construction of Contract Provisions.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- g. **Notices.** All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier services, electronic mail or facsimile transmission unless otherwise provided in this Agreement.

All notices to the parties under this Agreement shall be made to:

The City of Aurora
Corporation Counsel
The City of Aurora Law Department
44 E. Downer Place
Aurora, Illinois 60507-2067

Family Service Association of Greater Elgin Area
1752 Capital St
Elgin, IL 60124

Date: _____

FOR: CITY OF AURORA, ILLINOIS

By: _____

Jolene Coulter

Director of Purchasing

FOR: CONTRACTOR

By: Bernadette May

Print: Bernadette May

Title: Executive Director

**EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information (“Contractor”)	
Legal Name:	Family Services Association of Greater Elgin Area (“FSA”)
Type of Entity:	Illinois Business Corporation <input checked="" type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship Other. Organized under the laws of the State of _____, and authorized to do business in Illinois.
Address:	1752 Capital Street, Elgin, Illinois 60124
Email	bmay@fsaelgin.org
Phone	847-695-3680

Contract Term Information	
Effective Date:	September 1, 2022 through December 31, 2023
Term:	16 months
Renewal Period:	No Renewals are Authorized

Payment Terms

- a. Subject to the limitations of the annual City budget and available funding from the 2022 Department of Justice Community Orientated Policing Services Grant (COPS) , the total compensation paid to FSA by the City under this Agreement, inclusive of all costs and expenses shall not exceed a total of \$205,042.61 during the sixteenth month (16) period commencing on the date of execution of the agreement.
- b. FSA will provide two (2) full time police social workers; (1) one part time police social worker and up to three (3) student interns as outlined in paragraph c of Exhibit A.
- c. The City will pay the Contractor’s invoices on the following schedule:

	Full-time Social Worker #1	Full-time Social Worker #2	Part-time Social Worker #3	Total Cost:
Oct 22	\$3,663.21	\$7,948.54		\$11,611.75
Nov 22	\$3,663.21	\$7,948.54		\$11,611.75
Dec 22	\$3,663.21	\$7,948.54		\$11,611.75
Jan-23	\$3,663.21	\$7,948.54		\$11,611.75
Feb 23	\$3,663.21	\$7,948.54		\$11,611.75
Mar 23	\$3,663.21	\$0.00		\$3,663.21
Apr 23	\$3,663.21	\$0.00		\$3,663.21

May 23	\$4,663.21	\$0.00		\$4,663.21
June 23	\$4,663.21	\$8,948.54		\$13,611.75
July 23	\$8,948.54	\$8,948.54		\$17,897.08
Aug 23	\$8,948.54	\$8,948.54		\$17,897.08
Sept 23	\$8,948.54	\$8,948.54	\$3,500.00	\$21,397.08
Oct23	\$8,948.54	\$8,948.54	\$3,500.00	\$21,397.08
Nov 23	\$8,948.54	\$8,948.54	\$3,500.00	\$21,397.08
Dec 23	\$8,948.54	\$8,948.54	\$3,500.00	\$21,397.08
Total:				\$205,042.61

d. The City shall pay the Contractor for its documented time and expenses, and shall reimburse the Contractor for the documented services of its employees and subcontractors. The total aggregate payment to the Contractor by the City for all of the Contractor’s time, expenses, and reimbursements, shall not exceed the total Contract Amount. All invoices and supporting documentation shall be submitted. City shall receive a credit for the up-front payment. Invoices shall be submitted with all receipts and supporting documentation, and shall be paid by the City according to the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). If the City fails to pay amounts owed when due, the Contractor may declare the City in breach of this Agreement. All invoices and any supporting documentation shall be sent via email as requested by the City to PurchasingDL@aurora.il.us or by mail to City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, Illinois 60505.

- e. Subcontracted services and expenses shall include:
 - o FSA program(s) costs limited to police social worker salaries/compensation and other related expenses, as indicated in the Scope of Work.

Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement.

- a. Hire and employ Qualified Mental Health Professionals, with a Master of Social Work, Master of Psychology or other related degree, to serve as the Police Social Workers as part of the Aurora Police Department's Crisis Intervention Unit, formally known as the CITE program.
- b. Obtain APD's approval of any Police Social Worker candidate prior to hiring.
- c. FSA agrees that the City is providing additional consideration to FSA to compensate its social workers that will be designated as Police Social Workers and work with the City. FSA retains discretion for determining competitive compensation, benefits, and coverage as appropriate based on the nature and role of the employee's position. FSA shall exercise their best efforts to provide competitive compensation and benefits to limit turn over of program staff. Provide all necessary compensation, benefits, and coverage to the Police Social Worker(s), who at all times shall remain an employee of FSA. FSA and its Police Social Worker (s) and/student interns shall not be considered the agent or employee of the City for any purpose and shall not hold itself out as such.. FSA will perform all payroll functions for the Police Social Worker(s).
- d. Select, in cooperation with APD, and employ Student Interns currently enrolled in a Master of Social Work or similar program to serve as interns and participate in the APD Crisis Intervention Unit. It is understood that these programs are not a full year in duration.
- e. Provide supervision and management to the Police Social Worker(s) and Student Intern(s) in accordance with FSA policies and procedures, and report to APD any issues of concern. APD will assist in the non-clinical supervision.
- f. Follow and ensure the Police Social Worker(s) and Student Intern(s)' compliance with Program guidelines and APD procedures and policies.
- g. Communicate on a regular basis with APD regarding the status of the Program, including performance of the Police Social Worker(s) and intern(s) selected under this Agreement.
- h. Ensure that the Police Social Worker(s) and Student Intern(s) timely submit to a comprehensive criminal background check, to be performed by APD or its designee.
- i. Manage metrics to coincide with the objectives of the program. Said metrics will be designed to identify needs and efficacy of the program and be made available to APD.
- j. Actively assist in identifying any grants or supplemental funding (grants, gifts, or other previously unknown funding sources) that either agency may apply for that would financially support FSA's Police Social Workers assigned at APD. FSA agrees that grant and/or supplemental funding shall be used first and prior to requesting any APD funding.

FSA Police Social Worker(s) Responsibilities

- a. General: The Police Social Worker(s) shall at all times remain an employee of FSA. At no time shall the Police Social Worker(s) be considered an employee, agent, or volunteer of APD or the City. FSA agrees that the Police Social Worker(s) shall be assigned solely to the APD, and shall be stationed at APD Headquarters, located at 1200 E. Indian Trail Rd., Aurora, Illinois 60505. He or she shall work either twenty (20) hours if part-time or forty (40) hours per week if full-time, pursuant to a schedule agreed upon by FSA and in coordination with APD. (See Exhibit A) He or she shall work under the supervision of FSA and shall at all times adhere to APD policies and procedures while at APD. APD will provide nonclinical supervision. The Police Social Worker(s) must pass a criminal background check performed by APD or its designee prior to commencement of his or her services.
- b. Job Duties: The Police Social Worker shall respond, as requested by APD or at times the Aurora Fire Department, to persons with, or believed to be impacted by mental illness, developmental delay, intellectual disability, brain injury, cognitive impairment, or addiction. He or she will also, as needed, assist the Investigations Division with victim services and outreach efforts. In addition, the Police Social Worker shall be responsible for the following non-exclusive job duties:
 - i. Co-respond with APD to a crisis situation when the scene is safe for them to enter. They will then assist in de-escalation, offer therapeutic intervention, direction and resource connection. On scene they may complete a clinical assessment and make direct referral to higher levels of care, *i.e.* inpatient hospitalization. The hospital will be appropriate based on the client's needs. They will then coordinate transportation regardless of insurance providers;
 - ii. Respond to subjects whom, in the opinion or judgment of APD, are in need of clinical services;
 - iii. Attend internal trainings or education forums as deemed necessary by APD and FSA
 - iv. Case management
 - v. APD may request assistance in other duties. FSA has final approval of assignments and scope of duties of the police social workers.
 - vi. Management of the APD Special Needs Aurora Police Program.
- c. Access to Records and Facilities: The Police Social Worker will have access to:

- i. APD internal computer system and resources for the limited purpose of researching the location and contact information of those in need of services, i.e. Records Management Systems (RMS, WebRMS), computer aided dispatch systems (CAD) via Cad Watch, and case management.
- ii. 1Suite/1Access to review reports or run searches for reports designated CIU or mental health;
- iii. WebRMS to complete, when necessary, supplemental reports to non-criminal offenses. Any such reports must be submitted to APD for approval;
- iv. APD Outlook e-mail account for Police Social Worker(s)
- v. Special Needs Aurora Police Program (SNAPP) Excel Spreadsheet for data entry and information residing solely in SNAPP
- vi. An APD radio while on duty with assignment of an administrative call sign;

The radio is to be kept onsite and in the social work office when not in use. It may be used by interns during field visits but must always be returned upon their return to APD.
- vii. The general or open areas of APD unless otherwise approved by APD; and
- viii. Other APD resources as deemed necessary for performance of job duties.

FSA Student Interns' Responsibilities:

- a. General: The Student Interns shall be current students in the Master of Social Work program at an accredited university. At no time shall the Student Interns be considered employees, agents, or volunteers of APD or the City. The Student Interns shall be assigned solely to the APD, and shall be stationed at APD Headquarters, located at 1200 E. Indian Trail Rd., Aurora, Illinois 60505 They shall work a designated number of hours per week, pursuant to a schedule agreed upon by FSA. The Student Interns shall work under the shared supervision of FSA and shall at all times adhere to APD policies and procedures. FSA will directly manage the clinical and daily supervision of said interns. The Student Interns must pass criminal background checks performed by APD or its designee prior to commencement of their services.
- b. Job Duties: The Student Interns may be responsible for providing services at the APD, including at the front desk, interview rooms, and potentially in the field as determined by FSA. APD may request student intern assignments from FSA. Student Interns may also receive assignments or direction from APD or the Police Social Worker(s).

- c. Access to Records and Facilities: Access to APD systems will be limited to APD outlook e-mail. Access to APD facilities will be limited to the general, open areas of APD unless otherwise approved by APD.

APD will, subject to the availability of funding provided in Exhibit A:

- a. Cooperate with FSA in the hiring of the Police Social Worker(s) and Student Interns.
- b. Provide the Police Social Worker(s) and Student Intern(s) with physical access to select APD property during their assigned working hours as set forth herein.
- c. Provide the Police Social Worker(s) and Student Intern(s) with select access to APD records, body camera footage and data pursuant to the guidelines set forth herein.
- d. Provide supervision and training to the Police Social Worker(s) and Student Intern(s) in accordance with APD policies and procedures, and report back to FSA about their performance and any issues of concern. Training will include ride along, co-response, police radio, basic medical and safety protocols in line with APD policies and procedures.
- e. Conduct or cause to be conducted a comprehensive criminal background check of the Police Social Worker(s) and Student Intern(s) prior to commencement of their services.
- f. Issue an official APD civilian / contractor identification and building access card to assigned social work partners.

EXHIBIT B

INSURANCE REQUIREMENTS

FSA shall maintain minimum insurance and indemnity limits of not less than \$1M per person, \$1M aggregate, and shall name the City and APD as additional insureds on a primary and noncontributory basis. FSA shall provide to the APD proof of liability insurance within thirty (30) days of acceptance of this Agreement and prior to commencement of any FSA employee and /or intern assignment at APD. FSA shall notify the APD in the event of any changes to or cancellation of said liability insurance.

At the FSA 's expense, the FSA shall secure and maintain in effect throughout the duration of the entire agreement, insurance of the following kinds and limits to protect the City from and against all damages, claims, lawsuits and losses which may occur or arise with regard to the FSA's business operations on behalf of the City of Aurora. The TPA shall furnish Certificates of Insurance to the City upon request. All insurance policies shall be licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice (ten (10) days in case of nonpayment of premium) is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named herein".

The City may inspect any and all policies of insurance at any time. If requested, the FSA will give the City a copy of the insurance policies. The policies must be delivered to the City within ten business days of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$1,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 each occurrence, \$1,000,000 aggregate

The FSA shall include the City of Aurora as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and reflect said language on its Certificate of Insurance provided to the City.

The FSA shall keep and hold the City harmless from and against any and all costs, damages, causes of action, claims of any nature whatsoever, whether known or unknown at law or in equity, or before any court, agency or commission, or any other such public body of the local, state or federal governments, or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to, or death of its employees, or to any other person, or damage to, or injury to real estate, or personal property caused by, or arising out of, or resulting from, the negligence or willful misconduct of the FSA, its agents, employees or subcontractors, in performance of its day-to-day operations, performance of its duties and obligations under this Agreement, and use or occupancy of any City property as described herein.

If FSA fails to comply with the insurance requirements contained herein, the City's obligations under the agreement shall terminate. The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.