

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AURORA THROUGH THE AURORA POLICE DEPARTMENT AND FAMILY SERVICE ASSOCIATION OF GREATER ELGIN AREA

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this 7th day of January, 2020, between the **City of Aurora, an Illinois municipal corporation ("the City")**, through the **Aurora Police Department ("APD")**, an Illinois law enforcement agency located at 1200 E. Indian Trail Rd., Aurora, Illinois 60504, and **Family Service Association of Greater Elgin Area ("FSA")**, a private, not-for-profit corporation located at 1140 N. McLean Blvd #I, Elgin, Illinois 60123, (**hereinafter together referred to as "the Parties"**) concerning the APD Social Worker Program ("Program"), the Parties having acknowledged and agreed as follows:

I. PURPOSE AND SCOPE OF AGREEMENT

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 one (1) Qualified Mental Health Professional to function as a Police Social Worker, and two (2) Student Interns currently enrolled in the Masters of Social Work program, Counseling, Psychology or other related field, all to provide services at APD under the parameters and guidelines set forth herein.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. FSA will:

1. Hire and employ one (1) full time Qualified Mental Health Professional, with a Masters of Social Work, Masters of Psychology or other related degree, to serve as the Police Social Worker as part of the APD's Crisis Intervention Team Enhanced ("CITE").
2. Obtain APD's approval of the Police Social Worker candidate prior to hiring.
3. Provide all necessary compensation, benefits, and coverage to the Police Social Worker, who at all times shall remain an employee of FSA.
4. Perform all payroll functions for the Police Social Worker.
5. Select, in cooperation with APD, and employ two (2) Student Interns currently enrolled in the Masters of Social Work or similar program to serve as interns for APD as part of CITE. It is understood that these programs are not a full year in duration.
6. Provide supervision to the Police Social Worker and Student Interns in accordance with FSA policies and procedures, and report back to APD about their performance and any issues of concern. APD will assist in the non-clinical supervision.

7. Follow and ensure the Police Social Worker and Student Interns' compliance with Program guidelines and APD procedures and policies.
8. Communicate on a regular basis with APD regarding the status of the Program, including performance of the Police Social Worker and interns selected under this Agreement.
9. Ensure that the Police Social Worker and Student Interns timely submit to a comprehensive criminal background check, to be performed by APD or its designee.
10. 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 assigned researchers (if any) and APD.
11. Sign a release and hold harmless waiver, with the City of Aurora, for each assigned social work associate, i.e. Police Social Worker and interns.

B. APD will:

1. In the first year, provide funding to FSA in the amount of \$21,200.00. Funding beyond the initial term of this Agreement shall be subject to future negotiation and availability of funding.
2. Cooperate with FSA in the hiring of the Police Social Worker and two (2) Student Interns.
3. Provide the Police Social Worker and Student Interns with physical access to select APD property during their assigned working hours as set forth herein.
4. Provide the Police Social Worker and Student Interns with select access to APD records and data pursuant to the guidelines set forth herein.
5. Provide supervision to the Police Social Worker and Student Interns in accordance with APD policies and procedures, and report back to FSA about their performance and any issues of concern.
6. Conduct or cause to be conducted a comprehensive criminal background check of the Police Social Worker and Student Interns prior to commencement of their services.

7. Issue an official APD Social Worker Identification Card to the selected Police Social Worker and a Police Social Work Supervisor ID Card to the assigned supervisor.

III. DUTIES AND FUNCTIONS OF THE POLICE SOCIAL WORKER AND STUDENT INTERNS

A. Police Social Worker

1. **General:** The Police Social Worker shall at all times remain an employee of FSA. At no time shall the Police Social Worker be considered an employee, agent, or volunteer of APD or the City of Aurora. The Police Social Worker shall be assigned solely to the APD, and shall be stationed at APD Headquarters, located at 1200 E. Indian Trail Rd., Aurora, Illinois 60504. He or she shall work forty (40) hours per week, pursuant to a schedule agreed upon by FSA and APD. He or she shall work under the supervision of APD, and shall at all times adhere to APD policies and procedures. The Police Social Worker must pass a criminal background check performed by APD or its designee prior to commencement of his or her services.
2. **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 in situations where 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. Other duties as may be assigned by APD.

- vi. Management of the APD Special Needs Aurora Police Program.
3. 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 FBR;
 - ii. 1Suite/1Access (FBR repository) to review reports or run searches for reports designated CITE or mental health;
 - iii. Field Based Reporting (FBR) to complete, when necessary, supplemental reports to non-criminal offenses. Any such reports must be submitted to APD for approval;
 - iv. APD Groupwise e-mail account for said PSW.
 - 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.

B. Student Interns

- 1. General: The Student Interns shall be current students in the Masters of Social Work program at Aurora University. At no time shall the Student Interns be considered employees, agents, or volunteers of APD or the City of Aurora. 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 60504. They shall work a designated number of hours per week, pursuant to a schedule agreed upon by FSA and APD. The Student Interns shall work under the shared supervision of FSA and the APD, and shall at all times adhere to APD policies and procedures. FSA will directly manage the clinical and daily supervision of

said interns while APD will assist in supervision of daily departmental activities. The Student Interns must pass criminal background checks performed by APD or its designee prior to commencement of their services.

2. Job Duties: The Student Interns shall be responsible for providing services at the APD, including at the front desk, interview rooms, and potentially in the field. They may receive assignments from APD or the Police Social Worker.
3. Access to Records and Facilities: Access to APD systems will be limited to APD e-mail. Access to APD facilities will be limited to the general, open areas of APD unless otherwise approved by APD.

IV. AMENDMENTS

This agreement may only be amended in writing as signed by the Parties.

V. HOLD HARMLESS, INDEMNIFICATION

FSA hereby agrees to release and hold harmless the Aurora Police Department, the City of Aurora, and their elected and appointed officials, employees, and agents from any liability for claims of personal injury, property damage, negligence, expenses, attorney's fees, costs, or any other loss or cause of action whatsoever which may arise or in any occur as a result of, or in any way connected to services provided under this Agreement.

FSA further agrees to hold harmless and indemnify the Aurora Police Department, the City of Aurora, and their elected and appointed officials, employees, and agents from any and all claims, including claims made by third parties, for liability for personal injury, property damage, negligence, expenses, attorney's fees, costs, or any other loss or cause of action whatsoever arising from, or in any way connected to services provided under this Agreement.

In addition, FSA shall require the Police Social Worker and Student Interns to execute indemnification and hold harmless agreements, identifying APD and the City of Aurora as indemnified parties. FSA shall tender executed copies of such agreements to APD prior to implementation of this Agreement.

VI. INSURANCE

FSA shall maintain minimum insurance and indemnity limits of not less than \$1M per person, \$2M 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. FSA shall notify the APD in the event of any changes to or cancellation of said liability insurance.

VII. TERM

This Agreement shall be effective upon the date of execution by the last signatory below. This agreement shall be valid from January 1, 2020 through January 1, 2021. The Parties shall have the right to terminate this Agreement 30 days after they tender written notice of a material breach. The other party shall have the opportunity to cure the breach within 30 days of receiving written notice.

VIII. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois, and venue for any legal disputes arising out of this Agreement shall be proper only in the Circuit Court of Kane County, Illinois.

IX. SEVERABILITY

If any terms or provisions of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular terms or provision held invalid.

X. NOTICE

All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier service, electronic mail or facsimile transmission unless otherwise provided for in this Agreement.

All NOTICE 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

Executed By:

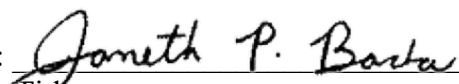
THE CITY OF AURORA:

By: _____
Mayor Richard C. Irvin

Attest: _____
City Clerk

FAMILY SERVICE ASSOCIATION OF GREATER ELGIN AREA:

By: 
Executive Director

Attest: 
Title

