

Office of the Kane County State's Attorney



Jaime L. Mosser
State's Attorney

Kane County Judicial Center
37W777 Route 38 Suite 300
St. Charles, Illinois 60175

General Offices:
(630) 232-3500

2021 Agreement

THIS AGREEMENT is made and entered into this 25th day of February, 2021, by and between the City of Aurora and the City of Aurora Police Department ("APD"), and the Kane County Child Advocacy Center ("CAC") by and through the Kane County State's Attorney, (hereinafter referred to as "State's Attorney") pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*,

Whereas, State's Attorney and the City of Aurora have each determined it to be in their best interests and the best interests of the citizens of City of Aurora and Kane County for State's Attorney and City of Aurora to cooperate in the investigation and prosecution of certain crimes as delineated herein and pursuant to the Illinois Children's Advocacy Center Act, 55 ILCS 80/1, *et seq.*,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. APD shall assign a full-time officer to the CAC location in Geneva, Illinois. The assigned officer shall be a certified juvenile officer and have investigative experience and interrogation training.
2. The assigned officer shall investigate cases arising under the Kane County Protocol for cases of Sexual Abuse (hereinafter referred to as the "Protocol", as may be revised from time to time, a copy of which is made part hereof as Attachment "A". All

investigations and police activities shall be performed in accordance with established best practices and applicable law.

3. APD shall provide a vehicle for the police officer's use and be responsible for the police officer's salary as an employee of the City to Aurora, including all benefits and any overtime hours necessary for the assigned police officer to fulfill his or her obligations under this agreement. The City of Aurora shall be responsible for providing for the assigned officer worker's compensation insurance and benefits, unemployment insurance benefits.

4. The City of Aurora shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Agreement, and shall specifically include without limitation auto liability, law enforcement liability, and general liability insurance coverage.

5. Each party to this Agreement shall bear the cost of its own defense. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

6. The State's Attorney shall provide to the assigned police officer child sexual abuse specific training, a dedicated work space at the CAC, including a desk, phone, audio recorder, camera, office supplies and a computer.

7. The assigned police officer shall at all times be considered an employee of APD and shall be subject to APD's personnel and disciplinary policies and procedures, as well as any applicable collective bargaining agreement. The City of Aurora shall be responsible for defending and indemnifying the assigned officer with respect to his her work performed under this agreement in accordance with law.

8. This Agreement shall not be constructed so as to create a joint venture, partnership, or employment relationship of any kind between the parties hereto.
9. APD's commitment to assigning a police officer to the CAC shall be for a period of twenty-four (24) months. However prior to the conclusion of this twenty-four month (24) period, this working relationship may be terminated by either party for any or no reason upon sixty (60) days prior written notice. Upon termination, the APD shall deliver or cause to be delivered to the State's Attorney's Office all files, notes and other documents or materials pertaining to the cases assigned to the police officer.
10. This Agreement represents the entire Agreement between the parties hereto. No oral presentations, promises, terms or Agreements have been made, and any such representations, promises, terms or Agreements shall be of no force and effect.
11. If any of the terms of this Agreement conflict with any of the terms of any other written Agreement between the parties, hereto, the terms of this Agreement shall apply.
12. This Agreement shall be subject to and governed by the laws of the State of Illinois.
13. All notices delivered hereunder shall be in writing and shall be served upon the parties as the following addresses:

To States Attorney: Jaime L. Mosser
Kane County State's Attorney
37W777 Rt. 38
St. Charles, IL 60175

To City: Kristin Ziman, Chief of Police
Aurora Police Department
1200 E. Indian Trail
Aurora, Illinois 60505

THE CITY OF AURORA, ILLINOIS KANE COUNTY STATE'S ATTORNEY

By Jamie J. Mosser By _____

Title Kane County State's Attorney Title _____

Attest:

Title _____