
DATE: Monday, April 28, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 04-07-2025 Committee of the Whole Meeting Minutes
 - 2. 04-14-2025 City Council Meeting Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
 - 1. *Handle With Care Program – PD*
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Shirese Hursey, Ward 3*)
 - 1. Consent Agenda
 - a. **Resolution No. 2025-04-027R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class R&T-1 Designation for Public House 1833, LLC, 401 North Broadway Avenue, Urbana, Ill. – Exec
 - 2. Regular Agenda
 - a. **Ordinance No. 2025-04-011:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #8 – Carle Settlement) – HRF
 - b. **Resolution No. 2025-04-026R:** A Resolution Approving a School Resource Officer Program Intergovernmental Agreement – PD
- H. Reports of Special Committees
- I. Reports of Officers
- J. Adjournment

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://www.urbanail.gov/executive-department/page/urbana-public-television>.

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanail.gov. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or

behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanil.gov



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanainilinois.us

MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: April 21, 2025, Committee of the Whole
Subject: Increasing the Number of Class R&T-1 Liquor Licenses for Public House 1833, LLC, 401 North Broadway Avenue

Summary

Action Requested

City Council is asked to approve the attached resolution that would increase the number of Class R&T-1 liquor licenses in the City of Urbana.

Brief Background

Public House 1883, LLC has applied for a Class R&T-1 (Restaurant & Tavern – All Alcohol) liquor license for their establishment located at 401 North Broadway Avenue.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions

In all instances, City staff first reviews the liquor license application. If it receives the Mayor's endorsement, it is then forwarded to the City Council for their final approval to grant the license.

Discussion

Additional Background Information

A Class R&T-1 license allows the sale and service of all types of alcoholic liquor, either by the drink or in original packages, for on-premises consumption only. Additional permissions may be granted through riders. License holders must maintain a fully-staffed kitchen that prepares and serves bona fide meals as a primary service, and food must be available whenever alcohol is served.

Licenses may continue selling alcohol for up to three hours after ceasing meal service Sunday through Thursday, and up to four hours on Friday and Saturday, provided such sales comply with the City's operating hours restriction of a 2 a.m. closing time.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to address litter, and if it is not fixed within 24 hours, the license could be revoked, or other legal action may be taken.

Recommendation

City Council is asked to approve the R&T-1 liquor license for Public House 1833, LLC, 401 North Broadway Avenue.

Next Steps

If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue a R&T-1 liquor license for Public House 1833, LLC, 401 North Broadway Avenue, with an expiration date of June 30, 2025.

Attachments

A Resolution Approving an Increase in the Number of Liquor Licenses in the Class R&T-1 Designation for Public House 1833, LLC, 401 North Broadway Avenue, Urbana, Ill.

Originated by: Kathryn B. Levy, Executive Coordinator/Deputy Local Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor/Local Liquor Commissioner

Approved: Carol J. Mitten, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS R&T-1 DESIGNATION FOR PUBLIC HOUSE 1833, LLC, 401 NORTH BROADWAY AVENUE, URBANA, ILL.

WHEREAS, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

WHEREAS, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

WHEREAS, an application for a liquor license in the Class R&T-1 designation has been submitted to the Local Liquor Commissioner; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class R&T-1 designation by one for Public House 1833, LLC, 401 North Race Street, Urbana, Ill.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

The maximum number of liquor licenses in the Class R&T-1 designation is hereby increased by one for Public House 1833, LLC, 401 North Race Street, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

Diane Wolfe Marlin, Mayor



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: April 21, 2025, Committee of the Whole

Subject: An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #8 – Carle Settlement)

Summary

Action Requested

Forward the budget amendment authorizing this adjustment for approval at the April 28, 2025, City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Brief Background

This Ordinance seeks Council approval to amend the FY2025 Annual Budget to pay a settlement of \$665,214.15 to Carle in relation to the 2013 property tax case.

Relationship to City Services and Priorities

Impact on Core Services

None.

Strategic Goals & Plans

None.

Previous Council Actions

The City Council approved [FY2025 Annual Budget](#) on June 24, 2024, Budget Amendment #1 on September 30, 2024, Budget Amendment #2 on November 25, 2024, Budget Amendment #4 on December 9, 2024, Budget Amendment #5 on February 3, 2025, Budget Amendment #6 on March 17, 2025, and Budget Amendment #7 on March 14, 2025..

Discussion

Additional Background Information

The 2013 Carle case (2013-CH-170) involved 29 parcels that were not involved in the 2008 case. Carle received exemptions for these parcels for tax year 2012 and sought refunds for taxes paid between 2007 and 2011. The City has agreed to settle this case for \$665,214.15.

Fiscal and Budget Impact

Disputed property tax revenues were set aside in the City's General Reserve Fund pending a final resolution of the cases. This budget amendment would allow staff to disburse a portion of the reserved funds for this settlement. There is no impact on the City's General Operating Fund.

Recommendation

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the April 28, 2025 City Council meeting.

Next Steps

If the proposed adjustment is approved, staff will pay the agreed amount to Carle once the settlement is finalized.

Attachments

1. An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #8 – Carle Settlement)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and may exercise any power and perform any function pertaining to its governmental business and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted by the Illinois Constitution of 1970; and

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

PASSED BY THE CORPORATE AUTHORITIES this __ Day of _____, 20__.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this __ Day of _____, 20__.

Diane Wolfe Marlin, Mayor

Budget Amendment 2024/25 - 08 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<u>GENERAL RESERVE FUND (360)</u>						
<u>Expenditures</u>						
36060610-52723		GENERAL RESERVE PAYMENTS: OTHER CLAIMS & JUDGMENTS	300,000	893,531	593,531	CARLE PAYMENT
<u>Total Expenditures</u>			<u>300,000</u>	<u>893,531</u>	<u>593,531</u>	
<u>Ending Fund Balance (estimated)</u>			<u>3,220,222</u>	<u>2,626,691</u>	<u>(593,531)</u>	



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: April 21, 2025, Committee of the Whole
Subject: Resolution Approving a School Resource Officer Program Intergovernmental Agreement

Summary

Action requested

City Council is being asked to approve an Intergovernmental Agreement between the City of Urbana and Urbana School District No. 116 re-authorizing School Resource Officers (SROs) in the Urbana Middle School and Urbana High School.

Brief Background

The current Intergovernmental Agreement (IGA) between the City of Urbana and Urbana School District No. 116 (USD 116) for the funding of School Resource Officers (SROs) is set to expire on June 30, 2025. Under the current IGA cost-sharing structure, USD 116 will pay 75 percent of the agreed costs and the City of Urbana covers the remaining 25 percent. The proposed IGA will allow the continuation of SRO services in the Urbana Middle School and Urbana High School.

The proposed IGA has a cost-sharing structure that is the same structure that has been used for the past three years and was unanimously approved at the April 15, 2025, USD 116 School Board meeting.

Relationship to City Services and Priorities

Impact on Core Services

Approval of this Resolution maintains Resource Officer services at these schools and ensures appropriate staffing by officers trained specifically for school environments. Rejection of the agreement would result in a reduction of services to the school district, placing an increased burden on patrol officers to respond to incidents at the Urbana Middle School and Urbana High School without the specialized training and relationships necessary for effective school safety specialists.

Strategic Goals and Plans

N/A

Previous Council Actions

Resolution No. 2022-06-044R: A Resolution Approving a School Resource Officer Program Intergovernmental Agreement was passed by Urbana City Council on June 13, 2022. The proposed IGA would replace that.

Discussion

It is important to note that approval of this Resolution will obligate the Urbana Police Department (UPD) to provide service during the term of the IGA. Should the City Council choose not to approve the Resolution, it would mean that the City would not be required to provide this service, and UPD would no longer have the necessary revenue to do so. This could result in a significant shift in how public safety services are provided to both Urbana Middle School and Urbana High School.

The School District costs for Year One are \$410,914.53. Costs for subsequent years will be calculated on the same basis as for Year One, increasingly consistent with the City's cost increases for wages, insurance, pensions, and other components of the total costs. The term of the proposed IGA, if approved, would be from July 1, 2025, to June 30, 2028.

Not approving the IGA would result in a reduced law enforcement presence at Urbana Middle School and Urbana High School, placing an increased burden on UPD patrol officers and potentially delaying response times. The absence of dedicated School Resource Officers could negatively impact school safety, community engagement, and the ability to effectively manage school-based incidents. This would also strain relationships between law enforcement and the school community, ultimately affecting the overall safety and climate of the schools.

Recommendation

The Urbana Police Department recommends that the City Council approve the proposed Intergovernmental Agreement between the City of Urbana and Urbana School District No. 116. Approval of this IGA will ensure the continuation of SRO services and maintain the level of public safety that is currently in place.

Next Steps

If approved, Staff will execute the agreement and provide the necessary staffing.

Attachments

1. A Resolution Approving a School Resource Officer Program Intergovernmental Agreement
2. School Resource Officer Program Intergovernmental Agreement
3. Billing Estimate
4. UHS SRO Year in Review 2024-2025
5. UMS SRO Year in Review 2024-2025

Originated by: Dave Smysor, Deputy Chief of Police
Reviewed: Larry D. Boone, Chief of Police
Approved: Carol J. Mitten, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING A SCHOOL RESOURCE OFFICER PROGRAM INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Urbana (the “City”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, Urbana School District No. 116 (the “School District”) is a unit of local government pursuant to Section 8 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the parties to enter into and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City and School District have previously entered into a School Resource Officer Program Intergovernmental Agreement with a term to expire on June 30, 2025; and

WHEREAS, the School Resource Officer Program has been beneficial to both parties and the community with respect to the goals of the program, which include building positive relationships between the City’s police officers and the youth of the community and reducing violence and crime committed by juveniles and young adults within the community and on the School District’s facilities; and

WHEREAS, the parties desire to continue their relationship and the School Resource Officer Program; and

WHEREAS, the parties have prepared an Intergovernmental Agreement for the School Resource Officer Program with a term to begin July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The Intergovernmental Agreement between the City of Urbana and the Urbana School District No. 116 for the School Resource Officer Program, which is attached hereto and incorporated by reference herein, shall be and hereby is authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

Yays: _____

Nays: _____

Abstentions: _____

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2025.

Diane Wolfe Marlin, Mayor

UHS SRO

YEAR IN REVIEW 2024-2025

UHS

6 - Police Reports

1 - Youth Assessment Center Referral

1 - Arrest

6 - Emergency Medical responses requiring ambulance services

27 - Drugs and drug paraphernalia, vaping, under the influence of drugs and alcohol incidents

24 - Fighting incidents with and without injury, involving 54 students

40 - Incidents of Gross Misconduct

5 weapons confiscated: 2 orbie guns, 1 knife, and 2 mace; none were used as a threat

8 - parking lot traffic crash incidents

-Multiple student transports home

-Several collaborations with the social work team and other services from SASS, DCFS, and the Youth and Center for Family Solutions.

UMS SRO

YEAR IN REVIEW 2024-2025

UMS

- 9 - Police reports due to the seriousness of the incident
- 4 - Youth Assessment Center Referrals due to serious victim injury
- 19 - Vandalism
- 7 - Theft (4 items recovered, 3 items not recovered)
- 9 - Vape devices confiscated
- 5 - Under the influence/possession of a controlled substance
- 187 - Fights without injury
- 18 - Fights with injury
- 6 - Assault/Battery with injury
- 2 - Threats against school, staff, and students (social media, verbal)
- 4 - Weapons confiscated: 1 orbie gun, 1 knife, 1 brass knuckles, and 1 razor blade
- Multiple transports
- Several home visits and collaborations with the social work team and other services from SASS, DCFS, and Youth and Center for Family Solutions

FY2026 SRO Billing - Estimated 3/14/2025

<u>Item</u>	<u>FY25 Billing Amount</u>	<u>FY26 Billing Amount</u>	<u>Basis for Cost</u>
Salary (10 years longevity w/ mental health training)	84,250.12	87,283.12	FOP Labor Agreement, police officer with 10 years longevity and mental health training for FY26
Holiday Pay (10 holidays, 8 hours)	3,240.39	3,357.04	FOP Labor Agreement
Insurance (family)	21,459.60	26,975.04	City insurance contributions for premium family plan on January 1 of prior fiscal year (1/1/25)
medFICA 1.4500%	1,268.61	1,314.28	Required employer contribution for Medicare
Pension (% from 6/30/24 actuarial report) 52.3500%	47,542.34	47,450.13	Pension costs as a percentage of payroll from most recent actuarial report
Workers Comp (work comp policy 12/1/24 - 11/30/25) 5.8700%	5,135.69	5,320.58	"Manual premium" for police officers from most recent Workers Compensation insurance renewal
Uniforms (recurring allowance per labor agreement and add'l 1st year cost)	1,237.00	1,237.00	FOP Labor Agreement
Equipment (vest, gun, gas mask, helmet - annualized replacement)	284.00	230.00	Vest \$800, 5 years/ Gun \$700, 10 years
Medical Exam (average, annualized - can be much higher)	100.00	100.00	level for initial term of agreement
Memberships	40.00	100.00	NASRO - membership dues published online \$50 x 2
Training	1,500.00	1,500.00	various NASRO courses, plus travel - level for initial term of agreement
Portable Radio (10 year replacement cycle, annualized)	420.00	420.00	\$4,200, 10 years - level for 7 years
Vehicle (fully equiped, 7 year replacement cycle, annualized)	6,657.14	6,657.14	\$46,600, 7 years - incl. mobile radio, computer, etc. - level for 7 years; adjust in FY27 - estimated is \$70,000 due to price increases
Vehicle Maintenance	<u>4,835.00</u>	<u>4,835.00</u>	level for initial term of agreement - new \$ per Travis on 3.11.22
Subtotal	<u>177,969.90</u>	<u>186,779.33</u>	
Plus Overhead at 10%	<u>17,796.99</u>	<u>18,677.93</u>	
Total for Each Officer	<u>195,766.89</u>	<u>205,457.26</u>	
Pension contribution from 6/30/23 actuarial report. Assumes five 8-hour days is regular schedule.			
<u>Billing</u>	<u>FY25 Total</u>	<u>FY26 Total</u>	
2 Officers for Entire Year - Middle School & High School	391,533.78	410,914.53	
	<u>Quarterly</u>	<u>Quarterly</u>	
<u>Billing Schedule -</u>	97,883.45	102,728.63	
Beginning of each quarter, if billed at 75%	<u>73,412.58</u>	<u>77,046.47</u>	

SCHOOL RESOURCE OFFICER PROGRAM INTERGOVERNMENTAL AGREEMENT

This School Resource Officer Program Intergovernmental Agreement (hereinafter, the “Agreement”) is entered into this 15 Day of April, 2025 by and between the City of Urbana, Illinois (hereinafter, the “City”) and Urbana School District No. 116 (hereinafter, the “School District”) (individually and generically, a “Party” and, collectively, the “Parties”).

WHEREAS, the City is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the School District is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, enable the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Parties jointly seek to establish and delineate a School Resource Officer Program (hereinafter, the “SRO Program”) in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the City’s police officers and youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the School District’s facilities (hereinafter, “SRO Program Goals”); and

WHEREAS, the Parties believe that, by assigning City-employed police officers to serve as school resource officers (hereinafter SROs) in and about School District facilities, the Parties can promote the SRO Program Goals by:

- a. creating and maintaining a safe, secure, and orderly learning environment for School District students, teachers, and staff;
- b. the SROs serving as positive role models to instill in students good moral standards, good judgment, respect for students and other persons, and an appreciation for their overall school community;
- c. promoting citizen awareness of the law to enable students to become better informed and more effective citizens while empowering students with knowledge of law enforcement efforts and obligations as well as the consequences for violating the law;

- d. providing a trusted and confidential source of communication and education between the SROs and students and parents concerning law-related problems and issues they are facing; and
- e. providing information to the School District, students, staff, and parents regarding resources available within the community that may be able to assist such individuals with addressing law-related problems that they may be experiencing; and
- f. providing security to the School District's schools from outside threats by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security;
- g. serve as a liaison between the School District and Urbana Police Department and other law enforcement, as applicable.

WHEREAS, the Parties agree that in compliance with law, the Parties shall administer the SRO program established under this Agreement without discrimination against any person on the basis of color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy, and neither party shall engage in conduct in violation of state or federal anti-discrimination laws in their interactions with students.

NOW, therefore, good, valuable, and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of terms, conditions, and covenants contained in this Agreement, the Parties agree as follows.

Section 1. SRO Program Organizational Structure.

A. Assignment of Police Officers to SRO Program. The City shall assign two (2) full-time individuals who are employed full-time by the City and who are certified police officers by the State of Illinois and who meet all applicable requirements set forth in the City's Police Department Rules and Regulations, including a successful background investigation (hereinafter, individual, an "SRO" and, collectively, "SROs").

B. Administrative Control.

1. SRO Reporting Status. Organizationally, the SROs will be assigned and report to the City's Police Department (hereinafter, "UPD"). The UPD will be responsible for the personal and professional conduct of the SROs. The School District shall designate a contact person who is employed by the School District to address and resolve School District issues in which SROs will be or may become involved.

2. **Law Enforcement Status Of SROs.** The Parties recognize and acknowledge that, first and foremost, SROs are law enforcement officers who are responsible for handling criminal matters. As such, SROs will not be responsible for enforcing school regulations or serving as school disciplinarians. Likewise, SROs will not become involved in conflicts that are civil in nature unless and until such matters devolve into matters that are criminal in nature.

3. **Building Administrators' Responsibilities.** The presence of the SRO at School District schools is not intended to usurp the rights and responsibilities of the Building administrators or designees to enforce the rules of student conduct and to administer discipline in the schools, nor is the existence of School District policies and procedures intended to usurp the mandate and responsibilities of the SRO as directed by the Chief of Police.

4. **SROs Are Not Counselors.** SROs are not formally trained as counselors and do not possess clinical counseling training and certification. Therefore, they will not undertake formal counseling responsibilities or duties. However, SROs may be used as a law-related resource to assist students, faculty, staff, and other persons involved with the School District when the School District requests assistance from SROs. When called upon by the School District, SROs may provide instruction to School District students and staff on law enforcement topics and issues under the supervision of a certified teacher of the School District. However, SROs shall not provide legal advice to any School District student, staff member, or other person associated with the School District or SRO Program. SROs may use such instructional opportunities to build rapport between School District students and staff so long as such instruction is supervised by a certified teacher of the School District.

5. **SRO Compliance With UPD Rules.** Notwithstanding anything to the contrary, the conduct of SROs shall be undertaken in conformance with applicable UPD Rules, Regulations, Procedures, and Protocols.

Section 2. Relationship of the Parties.

A. **City As Independent Contractor.** At all times when this Agreement is in full force and effect, the City shall be deemed to be an independent contractor for purposes of this Agreement. The SROs shall remain, at all times relevant to this Agreement, employees of the City and shall remain subject to the City's overall control and supervision. SROs shall remain subject to the State of Illinois', City's and UPD's rules, regulations, procedures, and protocols, as may be amended from time to time, including, but not limited to attendance at all required and authorized training.

B. No Business Organization Relationship. This Agreement shall not be deemed or construed as creating any form of partnership, joint venture, or other business, organizational, or associational relationship between the Parties. The Parties' rights, responsibilities, and obligations regarding the SRO Program shall be limited to those that are expressly set forth in this Agreement.

C. No Employment Relationship. Nothing in this Agreement shall be deemed or construed as creating any form of employment relationship between (i) the SROs and the School District; or (ii) the School District designated individual or individuals for the SRO Program and the City. The employees of each Party shall have no rights, title, or interest in any employment, compensation, benefits, or retirement benefits of the other Party.

D. The Parties' Respective Rules. The employees of each Party shall not be subject to the rules, regulations, procedures, or protocols of the other Party unless expressly provided by this Agreement.

Section 3. Selection and Supervision of SROs.

A. SRO Selection. The SROs are subject to appointment by and serve at the pleasure of the UPD. When an SRO position becomes available, the City, through the UPD, and the School District will collaborate on the selection of a new SRO. In the event that the City and the School District are unable to agree on a particular SRO candidate to fill a vacant SRO position, the UPD shall have the final decision on who is selected to fill such vacancy.

B. SRO Violation Of School Board Policy. In the event of an alleged substantial violation of Board Policy of the Board of Education by an assigned SRO, alleged misconduct by the assigned SRO, or other circumstances as determined by the Superintendent, the Superintendent shall have authority to remove the assigned SRO from School District property immediately. In the event the Superintendent removes the assigned SRO from School District premises, the Superintendent shall promptly provide written notice of the removal to the Board of Education and Chief of Police for the UPD. The Superintendent and Chief of Police shall thereafter meet and confer to discuss the basis for removal of the assigned SRO from School District premises.

Section 4. SRO Duties. The UPD responsibilities of the SROs will include but shall not be limited to the following:

A. Law Enforcement. SROs will enforce criminal laws and protect School District students, staff, administration, and the public at-large from and against criminal activity.

B. Information Sharing. SROs will provide information concerning questions about law enforcement topics to students and staff.

C. Communicating With Students. SROs will speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills when the School District requests it and under the supervision of a certified teacher of the School District.

D. Investigation Procedures Coordinated. UPD and the School District will coordinate investigative procedures.

E. Law Enforcement Related Education. SROs will provide law enforcement related education on a limited basis to students, staff, and faculty.

F. Initial Incident Reporting. SROs will handle initial police reports of crime committed on or in School District-owned property that includes educational facilities.

G. Criminal Incident Law Enforcement. SROs will take enforcement action on criminal matters when necessary and appropriate;

H. Uniforms. SROs will wear a UPD-approved police uniform at all times or other apparel approved by UPD when serving as an SRO; and

I. School Meetings. SROs will attend School District meetings and special events as needed.

J. Continued Duties As Law Enforcement Officers. Although SROs will be placed in a formal educational environment, they will not be relieved of their official duties as law enforcement officers. Decisions to intervene formally will be made by the respective SRO or SROs when such actions are necessary to prevent any criminal act. In the event of such criminal conduct, SROs shall have the authority to address, handle, and manage such conduct according to their education, training, and experience and consistent with the nature of criminal activity. Citations will be issued and arrests will be made when appropriate and in accordance with applicable UPD Rules, Regulations, Procedures, and Protocols.

Section 5. Equipment and Working Conditions.

A. City Responsibilities. The City shall provide two (2) police officers who have or will be given specialized training and who will qualify for the Basic School Resource Officer Training Certificate and the State of Illinois Juvenile Officer Certificate. Each SRO shall be a fully equipped non-probationary certified UPD police officer in good standing with the State of Illinois and the City. The SROs shall be deployed to one or more School District school campuses as the Parties shall agree.

B. School District Responsibilities. The School District shall provide the SRO at each campus to which the SRO is assigned the following:

1. **SRO Office Space.** SROs shall have access to an air-conditioned and properly lighted private office that will contain, at a minimum, a telephone that may be used for general business and police purposes.
2. **File Space.** SROs shall have a location for paper files and records that can be properly locked and secured.
3. **Office Furniture.** SROs shall have a desk with drawers, a chair, a worktable, and at least one filing cabinet.
4. **Classroom Presence.** SROs shall have access to and encouragement of classroom presence and classroom participation when students are present in such classroom or classrooms.
5. **Addressing Administrators And Staff.** SROs shall have opportunities to address School District teachers and administrators about the SRO Program and its goal and objectives.

Section 6. Reporting of Serious Crimes. If an investigation by a School District teacher and/or administrator uncovers evidence of the commission of a suspected or alleged serious crime, defined in state and county school system administrative regulations or the Criminal Code of 2012 (720 ILCS 5/1-1 *et seq.*), the School District teacher or administrator shall promptly notify the SRO, the student's parent/guardian, and such other appropriate school personnel as may be necessary. In the event that an incident or any other report of the suspected or alleged criminal activity is made and should that report need to be released, the SRO shall comply with the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*) to the extent applicable in making the decision to release or when releasing such record or report, as the case may be. An appropriately signed records release shall be required as a condition of the release of any report or record of the alleged or suspected serious criminal activity and such release shall comply in all respects with the said Illinois School Student Records Act.

Section 7. Standing Operating Procedures.

A. Written Procedures. The City's Chief of Police and School District Superintendent or their respective designees agree to the following standard operating procedures for the SRO Program:

1. **Written Reports To School District.** For purposes of this Section, any requirement that the SRO provide a written report shall be satisfied by provision of a copy of the police report prepared.

2. **Open Lines Of Communication.** Lines of communication between the School District and the UPD regarding the SRO Program shall remain open.

3. **Open Lines Of Communication with SROs.** Lines of communication between the SROs and the School District's one or more designated representatives responsible for the SRO Program shall remain open.

4. **Interaction Between SROs And School District Administration.** SROs will be expected to interact with School District administration, students, faculty, and other persons as hereinafter provided. For purposes of this subsection, administration shall mean the Building Principal unless otherwise designated.

a. **Law Enforcement Actions And Safety Interventions.** The SRO may initiate appropriate law enforcement actions and safety interventions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and School District and UPD policies.

b. **Use Of Force Policies.** Use of force may be implemented pursuant to UPD policies, procedures and protocol as well as applicable laws. The SRO shall provide School District Administration with a brief written summary anytime the SRO is involved in any physical altercation with a School District student or otherwise restrains a School District student.

c. **Additional Law Enforcement Assistance.** It is anticipated that any request for additional law enforcement assistance shall be made in collaboration with the Building Principal or his/her designee, and will be reported to the Superintendent of the School District by the Building Principal or his/her designee. However, as soon as practical after the SRO requests additional law enforcement assistance on School District property,

the SRO shall advise administration. Requests for additional law enforcement assistance shall be made only when necessary to protect the safety or security of members of the school community.

d. Investigations, Interviews and Arrests. Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

e. Compliance With School District Policies. The SRO shall comply with School District's procedures, regarding law enforcement interviews as follows:

(1) The SRO shall promptly notify the Building Principal or designee whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.

(2) If applicable, the Building Principal or designee will check search warrants or subpoenas to be served.

(3) Interviews of minor students without permission of the student's parent(s)/guardian(s) are not permitted unless a legal process is presented or in emergency situations (e.g., in situations involving allegations of parental or guardian abuse or neglect). The Building Principal shall attempt to contact the student's parent(s)/guardian(s), and inform them that the student is subject to an interview. In extreme situations the SRO may, in effecting temporary protective custody of the student, request that School District not notify parent(s)/guardian(s) until the student's safety is ensured. The Building Principal may ask that such a request be made in writing. If possible, parent(s)/guardian(s) will be given the opportunity to be present during any interview and, if they so choose, be represented by legal counsel at their own expense.

(4) Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal or designee selected by the Building Principal will be present during the interview.

(5) No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest, arrest upon probable cause, or in cases of warrantless temporary protective custody. If requested by the Building Principal or his/her designee, the SRO shall provide School District Administration with a brief report anytime the SRO places a School District student under arrest or otherwise takes a student into protective custody, thereby removing the student from school grounds.

f. School District Employees Not Agents Of SRO. At no time shall the SRO request that any School District employee act as an agent of the SRO or law enforcement in any interview.

g. Compliance With Laws Governing Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any School District employee lead or conduct a search of a student for law enforcement purposes. The SRO shall provide School District Administration with a brief report anytime the SRO searches the person of a School District student or staff-member.

5. Untoward Incident Intervention. Means and methods for SRO intervention when untoward incidents arise in any School District facility or on School District property shall be developed.

6. Investigating Suspected Criminal Activity. Means and methods by which SROs will investigate suspected criminal activity shall be developed.

7. Arrests. Means and methods regarding when and how SROs make arrests of students alleged to have committed criminal acts shall be handled as follows.

a. School District Discipline. School District administration shall be exclusively responsible for implementing student discipline rules, policies and procedures. School District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer

consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have involvement in routine disciplinary matters, and other minor infractions of school rules. School officials shall request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by School District administration (see Section E, Joint Law Enforcement and School Discipline Investigations, below).

b. Student Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard. When requested to assist with a search by school authorities, the SRO shall comply with School District Board Policy 7:140, Search and Seizure, and related administrative procedures as follows:

The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction. When feasible, the search should be conducted:

- (1) Outside the view of others, including students;
- (2) In the presence of a school administrator or adult witness; and
- (3) By a certificated employee or SRO of the same sex as the student.

c. Metal Detectors The School District has installed metal detectors at entrances at certain schools within the School District. In the event the metal detector alarm indicates a student may have a prohibited item, the SRO may be involved in a wand search. In the event the SRO reasonably believes a further search of the student is required, then the provisions of subsection 7.b. shall be followed.

d. Interviews. The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.

e. Joint Law Enforcement And School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

f. Communication Between SRO And Building Principals. The SRO is expected to meet with Building Principals or their designees on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

g. Development Of School Safety Plans. The SRO shall make reasonable attempts to report any safety concerns to the Building Principal or designee and shall confer with the Building Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The Building Principal will contact any other School District personnel who should be involved in these discussions.

h. Administrative Hearings. Contingent upon pre-approval, the SRO will attend suspension and/or expulsion hearings upon request of the Building Principal or Superintendent. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO.

8. Incident Reports. Procedures for reporting and handling those reports involving incidents that threaten, may have threatened, or could threaten human life, health and safety, or property;

9. Record Maintenance. Procedures for making reports and maintaining records, if any, regarding SRO and SRO Program activities generally;

10. Handling Incident Reports. Procedures for handling reports and records that pertain to students;

a. Confidentiality; Access To Student Records. The SRO shall comply with all applicable laws, regulations and School District policies relating to the confidentiality of student records, including but not limited to: the Illinois School Student Records Act (“ISSRA”, 105 ILCS 10/1 et seq.), the Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. 1232g), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), and School District Board Policy 7:340, Student Records.

b. SRO Access To Student Records. The SRO may have access to confidential student records or to any personally identifiable information of any School District student to the extent allowed under FERPA, ISSRA, and applicable School District policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student where said student activity is not connected to the school. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

(1) The SRO is acting as a “school official” as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

(2) The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.

(3) The Building Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.

(4) The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the

parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.

(5) The information disclosed is “directory information” as defined by School District Board Policy 7:340, Student Records, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.

(6) The disclosure is otherwise authorized under FERPA, ISSRA and applicable School District policies and procedures.

11. SRO Presence At Special Events. When SROs will be present at special events that occur outside normal School District student attendance hours.

12. Assignment Of Overtime. The School District Superintendent and City’s Chief of Police shall consult prior to the SRO being assigned overtime hours. The City’s Chief of Police shall have final discretion in determining whether overtime shall be assigned. The parties agree that, in the event of an emergency involving a threat to the safety of School District students, staff, or community members, that this provision will be waived.

13. Other Matters. Such other matters as the City’s Chief of Police and the School District’s Superintendent deem necessary and appropriate to assure the success of the SRO Program.

14. Operating Procedures Reduced To Writing. All standard operating procedures and any amendments to or modifications thereof shall be reduced to writing and signed by the City’s Chief of Police and the School District’s Superintendent only.

B. Time and Place of SRO Performance.

1. SRO Work Schedule. The School District’s Superintendent, with the concurrence of the City’s Chief of Police or their respective designees, shall develop a schedule that specifies the dates, times, and schools at which each SRO will be present in each school calendar year.

2. Availability Of SROs. The City will endeavor to have the SROs available for duty at their particular assigned dates, times, and school based on the schedule provided in Subsection 7.B.1. of this Agreement. For purposes of this Agreement, the workday of the SRO will be commensurate with the school day of the school to

which the SRO is assigned except for holidays, school breaks, and other days when the School District's schools will be closed as provided on the School District's annual school/academic calendar. The City shall undertake reasonable efforts to schedule SRO vacation benefit leave at times other than on days when School District schools are in session. Notwithstanding the immediate foregoing, the Parties recognize that there may be times when an SRO must take vacation benefit time on a specific date or dates, in which case the City shall have no obligation to furnish a substitute police officer or SRO to take on the vacationing SRO's duties. The Parties further recognize that SROs may need to be present in court in connection with arrests they have made, whether as part of the SRO or UPD police activities. The City shall have no obligation to furnish a substitute police officer or SRO to undertake the SRO's duties when he or she is present in court. Notwithstanding the provision of this subsection, the School District Superintendent and City Chief of Police will consult and make arrangements for reduced services or substitute service where School District needs require SRO coverage, during time periods of greater need (e.g. the ends of each semester), and upon request of the District Superintendent.

3. Unavailability Of An SRO. In the event that an SRO is unable to serve as an SRO due to illness, injury or authorized leave for UPD training requirements on a particular date or time(s) or at a particular school, the City shall not be required to furnish a substitute police officer for that particular date or time or at the particular school. If an extended absence (greater than one month) is encountered due to a reason beyond the control of the City and School District (e.g. injury or illness), the City and School District will explore options to provide service at a reduced level.

4. Reassignment Of UPD Officers. The City's Police Chief shall at all times maintain and retain the authority to reassign a UPD police officer to duties other than serving as an SRO, whether on a temporary or permanent basis.

Section 8. SRO Program and SRO Review.

A. SRO Performance Evaluation. The Superintendent or designee shall collect feedback from Building Principals regarding the SROs' individual performance and will provide such feedback to the UPD, via the Chief or designee on an annual basis or when requested.

B. Formal Program Evaluation. Two (2) years after the effective date of this Agreement and every year thereafter that this Agreement remains in force and effect the School District shall conduct an evaluation of the SRO Program. Various facets of the SRO Program shall be reviewed including: costs, pre-program and post-program data, standard operating procedures, and input and feedback from School District administrators, teachers, students, parents/guardians, SROs, and community members. Focus groups and surveys may be used in obtaining additional feedback about the SRO Program. While disaggregated and

redacted information may be provided in furtherance of this provision, under no circumstance shall the School District provide information in violation of Illinois School Student Records Act, Federal Educational Rights and Privacy Act, Illinois Personnel Records Review Act, or information which, in the School District's sole discretion, would constitute an unwarranted invasion of personal privacy where such personal privacy outweighs the public interest in the information. The parties acknowledge and agree that, as a school district, the Board and its employees and agents are privy to information which may not be disclosed under state and/or federal law. The final formal program evaluation report shall be provided to the Board of Education, the City, the Urbana City Council, and made available to the general public within 60 days of its completion. Said report shall not be confidential or contain confidential information.

Section 9. Fee for Services.

A. Fee for Services. The School District shall pay the City for the recurring costs of the two (2) SROs. For the fiscal years 2025-26, 2026-2027, and 2027-2028 the School District will pay the City the recurring costs of two (2) full-time SROs, based on the implementation schedule of this Agreement. For purposes of this Agreement, "fiscal quarters" refer to quarters in the City's fiscal year (i.e., July 1 through June 30). Costs for FY 2025-26 are detailed in Exhibit A attached hereto and made a part hereof. The City shall pay all overtime costs related to the performance of SRO duties. In the event that either party terminates this agreement, the City shall have no obligation to refund any sums that the School District paid to the City.

B. Billing for Year One and Subsequent Years of Agreement. The City shall bill the School District at the beginning of each fiscal quarter, and the School District will make payments to the order of the "City of Urbana," and the same shall be directed to the City's Finance Department. The School District shall make each such payment within thirty (30) days of receipt of an invoice. The School District will pay 75 percent of the costs of allocating two (2) SROs to School District Facilities, and the City will pay 25 percent for the terms of this agreement. The School District costs for Year One are \$410,914.53 Costs for subsequent years will be calculated on the same basis as for Year One, increasing consistent with the City's cost increases for wages, insurance pensions, and other components of the total cost, as detailed in Exhibit A. Overtime costs shall be paid by the City.

C. Inability to Ascertain Reimbursable Costs. In the event any costs cannot be determined due to lack of an approved labor agreement, the School District will be billed at the most recent amounts available. However, cost increases will be billed retroactively once a labor agreement is approved.

D. Estimated Costs. Each year in June, City Finance staff will provide estimated costs for the upcoming fiscal year to the School District’s Chief Financial Officer.

Section 10. Term of Agreement.

A. Initial Term of Agreement. This Agreement shall be for a term of three (3) years which shall commence on July 1, 2025, and expire on June 30, 2028, unless otherwise renewed as provided in Subsection 10.B. of this Agreement.

B. Adjustment of Reimbursement Amount. In the event that this Agreement is renewed, the City’s Chief of Police shall provide written notice to the School District’s Superintendent of any reimbursement adjustment and such notice of reimbursement adjustment shall be provided to the School District’s Superintendent prior to March 15 of the then current term, whether it be the initial term or any successive term. In the event that the School District fails or refuses to agree to the City’s reimbursement adjustment prior to April 15 of the then current term, this Agreement shall be deemed to expire at the end of the then current term, whether it be the initial term or any successive term.

Section 11. Insurance.

A. SROs Performance Of Police Functions. The Parties agree that the SROs, when performing their respective SRO duties are performing a police function that has been directed by the City and that their performance of SRO duties shall in no way be deemed, construed, or interpreted as performing police duties for the School District itself.

B. Parties’ Minimum Insurance Coverage. Each party shall maintain general liability insurance. Limits shall be a minimum of (i) \$1,000,000 per occurrence for bodily injury or property damage. Coverage shall include those perils generally associated with a general liability policy. Coverage shall contain no exclusions for cross liability between insureds.

C. Certificates Of Insurance. The City shall provide the School District with a certificate of insurance evidencing that the City has insurance coverage at the coverage limits stated in the certificate of insurance. The City agrees that the levels of insurance coverage stated in the certificate of insurance shall remain at least at those stated in the certificate of insurance during the term of this Agreement and any extension thereof.

Section 12. Indemnification. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs,

expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct. Nothing in this Section shall be deemed, construed or interpreted as a waiver or release by either Party of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Section, in its entirety, shall survive the expiration of termination of this Agreement.

Section 13. Assignment. Neither Party shall have the right to assign or otherwise transfer its rights, obligations or responsibilities under this Agreement to any other person without the written consent of the other Party, which consent may be withheld for any reason whatsoever.

Section 14. Dispute Resolution.

A. Default and Cure. In the event a Party (hereinafter, the "Non-Defaulting Party") believes the other Party (the "Defaulting Party") has defaulted on any obligation provided for in this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (a) state the nature of the default; (b) identify the section of this Agreement believed to be in default; and (c) state the date by which the default must be cured. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall respond to the said Notice of Default by (a) stating that the default has been cured; (b) stating that the default cannot be cured by the date provided in the Notice of Default but that it can be cured at a specifically stated later date; or (c) providing clear evidence that no default occurred. If the Defaulting Party fails to cure the default within the time provided in the Notice of Default or such other time as the Parties agree or if the Non-Defaulting Party does not accept the Defaulting Party's evidence that no default occurred, the Parties shall confer in person in an effort to resolve their dispute. If the Parties are unable to resolve their dispute, the Non-Defaulting Party shall have the right to declare this Agreement terminated.

B. Failure to Resolve Dispute. Either Party shall have the right to seek to enforce this Agreement by initiating and maintaining a claim or action in the Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois. The laws of the State of Illinois shall govern any interpretation, enforcement, and action for breach of any Section of this Agreement.

Section 15. Notices. Any written notice required to be given by this Agreement shall be in writing and deemed effective as hereinafter stated:

If by U.S. First Class Mail: If notice is given by U.S. First Class Mail, the same shall be deemed effective four (4) business days after placement with the United States Postal Service if such notice is placed in a properly stamped envelope bearing the proper address of the intended recipient of such notice.

If by Facsimile: If notice is given by facsimile, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time and if the sender's facsimile machine prints out a receipt that such facsimile was received by the intended recipient's facsimile machine. If the transmission was successful but no such receipt is printed, then the notice shall be deemed effective as if given by U.S. First Class Mail.

If by Electronic Mail (e-mail): If notice is successfully given by electronic mail, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time.

If by Personal/Courier Delivery: If notice is given by personal or courier service delivery, the same shall be deemed effective the next business day following delivery.

No other form or manner of notice, including by e-mail, shall be deemed effective unless the recipient acknowledges receipt of such notice and, in such case, the notice will be deemed effective as of the next business day.

Notices shall be given as follows:

Notice to City:
City of Urbana
Attn: Chief of Police
Urbana Police Department
400 S. Vine Street
Urbana, IL 61801
Fax: 217-384-2363
E-mail: seraphbd@urbanaininois.us

Notice to School District:
Urbana School District No. 116
Attn: Superintendent
205 N. Race Street
Urbana, IL 61801
Fax: 217-337-4973
E-mail: jivory-tatum@usd116.org

Section 16. Representation and Warranty. Each Party represents and warrants that the person who executed this Agreement on behalf of the respective Party had the authority to do so.

[END OF AGREEMENT. SIGNATURES FOLLOW.]

For the School District:

For the City:

By: _____
President, Board of Education

By: _____
Mayor

ATTEST:

ATTEST:

Clerk, Board of Education

City Clerk

APPROVED AS TO FORM:

Attorney

APPROVED AS TO FORM:

City Attorney