

## Urbana Police Department Memorandum

**TO:** Mayor Prussing and City Council Members

**Date:** 09/02/2011

**FROM:** Patrick Connolly

**RE:** Resolution Authorizing Execution of a Memorandum of Understanding for Law Enforcement with the Board of Trustees of the University of Illinois and Ordinance amending Urbana City Code Chapter 1, Section 1-17 Concerning Issuance of Notices to Appear

### Introduction

- A. The police department is requesting that the City Council adopt a resolution authorizing execution of a Memorandum of Understanding (MOU) for Law Enforcement with the Board of Trustees of the University of Illinois and that it approve an ordinance amending Urbana City Code Section 1-17 concerning issuance of notices to appear.

### Background

- B. On occasion, the Urbana Police request the assistance of other police agencies to assist in addressing calls for service in the City of Urbana. Typically, these requests are generated when Urbana officers are dealing with a major event in another part of the city. At times, U of I officers have responded to "loud party" calls and they would stand by for up to 45 minutes before an Urbana patrol car could clear the other scene and respond and address the issue by way of issuing a Notice to Appear (NTA).
- C. The proposed resolution would authorize execution of an MOU between the City of Urbana and the University of Illinois. The MOU has two purposes. First, it would allow University police officers to issue NTAs for city ordinance violations. Second, the MOU establishes terms for information disclosure and use under the Jeanne Cleary Disclosure of Campus Security Policy and Campus Crime Statistics Act (the Cleary Act.) The Cleary Act is a Federal mandate requiring the University to collect and report statistics and make timely warnings and disclosures of information about crimes on or near its campuses to provide the University with information about reported crimes.
- D. The police department is also requesting an amendment to the Urbana City Code. There are certain occasions when the Urbana police

department works with other area law enforcement agencies. For example, the department and the State Liquor Commission jointly perform alcohol enforcement checks. Currently, the Urbana City Code does not authorize other police agencies to issue NTAs. The proposed ordinance would allow not only University of Illinois police officers to issue NTAs, but would allow **any peace officer** to issue an NTA if authorized by the Chief of Police.

### Fiscal impact

- E. The fiscal impact of these requests would be minimal, but would favor the City of Urbana, since all the money collected through the NTA process would be returned to the City of Urbana. Additionally, these requests would expedite the citizen contact, and the cases would be addressed more efficiently.

### Recommendations

Approve the resolution authorizing execution of a memorandum of understanding for law enforcement with the Board of Trustees of the University of Illinois and the ordinance amending Urbana City Code Chapter 1, Section 1-17 concerning issuance of notices to appear.

RESOLUTION NO. 2011-09-029R

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

(Issuance of Notices to Appear and Disclosures and Use of Information)

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

Section 1.

A Memorandum of Understanding for Law Enforcement between the City of Urbana, Illinois, and the Board of Trustees of the University of Illinois, in substantially the form of the copy of said Memorandum attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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

Motion was made by Alderman \_\_\_\_\_, seconded by Alderman \_\_\_\_\_ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

## **MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT**

THIS AGREEMENT, entered on the last day signed by a party hereto is by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS on behalf of its Public Safety Division ("University") and THE CITY OF URBANA, A MUNICIPAL CORPORATION on behalf of its Police Department ("City").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

WHEREAS, the University of Illinois Act, 110 ILCS 305/7(a), authorizes University Police Officers to make arrests on view or warrants of violations of state statutes and city or county ordinances as necessary to protect university properties and interests and its students and personnel; and

WHEREAS the University and the City are parties to An Agreement for Police Services By and Between the City of Champaign, The City of Urbana, The County of Champaign and the University of Illinois (CB 1982-52) which is still in effect; and

WHEREAS, the City allows violations of city ordinances to be resolved through issuance of Notices to Appear (NTA) as opposed to custodial arrests; and

WHEREAS, 20 USC §1092(f), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("The Clery Act"), as amended by the 2008 reauthorization of the Higher Education Opportunity Act ("The HEOA") requires the University to collect and report statistics and make timely warnings and disclosures of information about crimes on or near its campuses; and

WHEREAS the University, through its Dean of Students, is responsible for the administration of student discipline for acts involving the violation of local, state, or federal law and campus and University policies that affect the interests of the University community; and

WHEREAS, 20 USC 1232(g), the Family Educational Rights and Privacy Act ("FERPA"), requires certain inspection rights of students and limits disclosures the University can make from student educational records; and

WHEREAS it is the intent of this Agreement to permit both the City and the University to more fully safeguard the lives, persons and property of their respective community members and hold students accountable for violations that may adversely impact any of them.

NOW, THEREFORE, the Parties to the Agreement agree as follows:

### **SECTION I Issuance of Notices to Appear (NTA)**

1.1 REQUEST FOR AID. The City hereby requests that the University Public Safety Division provide assistance in situations where University police personnel view circumstances indicating probable cause exists to believe that there is or has been a violation of a city

ordinance. Nothing contained herein shall prevent the City from investigating and enforcing city ordinance violations near University property.

1.2 TRAINING. The University shall be responsible for trainings its police personnel with regard to all law enforcement investigation practices and procedures. The City shall provide copies of current city ordinances and arrange for at least one training session of University police regarding completion of City Notice to Appear forms and reports. The purpose of said training shall be to acquaint University police personnel with ordinance enforcement and city court procedures relating to ordinance enforcement and is not intended to modify or replace existing training programs or policies concerning general law enforcement practices and procedures.

1.3 ISSUANCE OF NTAS. University police personnel shall investigate matters pursuant to the University's established policies and procedures and, upon a determination that probable cause exists that a violation of a city ordinance is being or has been committed, may issue Notices to Appear (NTA) for the same.

1.4 REPORTING. University shall prepare a written police report for city ordinance cases and deliver a copy of the same to the City's Police Department – Records Division, along with the original NTA. Supplemental reports may be requested by the City. The City agrees to report the disposition of cases submitted by the University upon request.

1.5 APPEARANCE IN COURT. The University agrees to make its police personnel available for all necessary court appearances to prosecute the NTA cases submitted by its staff. It is hereby agreed that the appearances of designated personnel in court shall be required upon receipt of a "Notice" from the City and that subpoenas will not be required to compel appearances. A copy of each Notice will be provided to the University's Public Safety Division Administration.

1.6 EVIDENCE PRESERVATION. In the event evidence must be preserved for the prosecution of a city ordinance matter, University shall secure and preserve such evidence in the same manner and pursuant to the same procedures as would be required for criminal prosecutions through state court.

1.7 CONTACT INFORMATION. The University will provide to the City a current list of University officer names and badge numbers to facilitate communications. The City will communicate with officers about court dates, witness prep, etc, through the UIPD front desk.

1.8 REVENUE. *Reserved.*

## **SECTION 2**

### **Disclosures and Use of Information – Non-UIPD Reports**

2.1 TIMELY WARNINGS. In order to facilitate compliance with 20 USC 1092(f)(3), as amended by the HOEA, the City will upon request and then within twenty-four hours, or as soon as practicable thereafter, provide to the University information about reported crimes occurring contiguous to the University district that may be considered a threat to students and employees in the campus community unless the City has made a determination that a legitimate law enforcement reason suggest against such disclosure (i.e. a flight risk). Such crimes shall include but are not limited to murder, sex offenses (forcible or nonforcible), robbery, aggravated

assault, burglary, manslaughter, arson, intimidation, and destruction, damage, or vandalism of property, and other crimes involving bodily injury to any person, in which the victim is intentionally selected because of the actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability of the victim (“hate crimes”). The parties will develop a Standard Operating Procedure (SOP) that addresses the needs of both parties, in particular, the need for the University to comply with the Clery requirement that “such reports shall be provided to students and employees in a manner that is timely and that will aid in the prevention of similar occurrences.”

2.2 ANNUAL REPORTING. In order to facilitate compliance with 20 USC 1092(f)(4), as amended by the HOEA, the University shall request and the City shall use good faith efforts to provide or permit access to crime-related statistics concerning criminal activity on or near the University campus. Such crimes shall include but are not limited to murder, sex offenses (forcible or nonforcible), robbery, aggravated assault, burglary, manslaughter, arson, intimidation, and destruction, damage, or vandalism of property, and other crimes involving bodily injury to any person, in which the victim is intentionally selected because of the actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability of the victim (“hate crimes”). The information shall be provided or access permitted to allow the University to meet the annual Clery reporting deadline of October 1 of each year.

2.3 DEAN OF STUDENT ACCESS. In order to aid the University in holding students accountable for acts that affect the interests of the University community, the City will cooperate with and allow law enforcement records to be viewed by the University’s Dean of Students or a designee. The law enforcement records that are created by a law enforcement unit for a law enforcement purpose and that are maintained by the law enforcement unit shall not be considered part of a student’s education record. However, any summary reports prepared from law enforcement records by the Dean of Students Office for use in disciplinary matters shall be subject to the right of inspection and review under FERPA.

### **SECTION 3** **General Provisions**

3.1 TERM; NOTICE. This Agreement shall be in effect unless terminated in accordance with this section. Either party may terminate Section 1 of this Agreement at any time by giving a minimum of thirty (30) calendar days written notice to the other. Either party may terminate Section 2 of this Agreement at any time by giving a minimum of ninety (90) calendar days written notice to the other. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

Notice shall be as follows:

**City of Urbana**  
Attn: Chief of Police  
400 South Vine Street  
Urbana, Illinois 61801

**University of Illinois**  
Attn: Chief of Police  
1110 W. Springfield, Avenue  
Urbana, IL 61820

**With copy to:**  
**City of Urbana**  
 Attn: Mayor  
 400 South Vine Street  
 Urbana, Illinois 61801

**With copy to:**  
**Office of the Chancellor**  
 Swanlund Administration  
 601 E. John M/C 304  
 Champaign, IL 61820

3.2 **WAIVER OF CLAIMS; INDEMNIFICATION.** Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequences of this Agreement. Each Party hereby expressly agrees, to the extent permitted by Illinois law, to hold harmless, indemnify and defend the party and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, or its own employee to the extent the claim, demand, liability, loss, or suit is caused by the act or omission of the indemnifying party. All employee benefits, wages and disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party, or its employees shall be the sole and exclusive responsibility of the respective Party of its employees.

3.3 **VALIDITY.** If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

3.4 **AMENDMENTS.** This Agreement may only be amended by written consent of all the Parties hereto.

3.5 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

<p>CITY OF URBANA, ILLINOIS</p> <p>By: _____        Mayor</p> <p>ATTEST: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____        City Attorney</p> <p>Ordinance 2011-_____</p>	<p>BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</p> <p>By: _____        Comptroller</p> <p>Date: _____</p> <p>REVIEWED BY:</p> <p>_____        Office of the Chancellor        Date</p> <p>_____        Chief of Police        Date</p> <p><i>Agreement prepared by Office of University Counsel RRP (08/11)</i></p>
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ORDINANCE NO. 2011-09-113

AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER ONE, SECTION 1-17

(Issuance of notice to appear)

**WHEREAS**, the City Council heretofore has enacted Urbana City Code Section 1-17 concerning settlement of violations prior to suit being filed; and

**WHEREAS**, the City Council finds that the best interests of the City are served by amending said Section.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

Urbana City Code Chapter 1, "General Provisions," Section 1-17, "Settlement of violations prior to suit being filed; minimum fines," is hereby amended with the underlined text indicating new language and the strikethrough text indicating deletions as follows:

**Sec. 1-17. Settlement of violations prior to suit being filed; minimum fines.**

(a) A person accused of violating a section of this Code set forth in section 1-18 may be permitted to pay the minimum fine which is set forth in section 1-18 as settlement of such violation if payment is made within the time and in the manner set forth in subsection (c) of this section.

(b) Any animal control officer or peace officer may issue a notice to appear if authorized by the chief of police. Officers who have issued a notice to appear to a person for an offense under this Code for which the minimum fine is set forth in section 1-18 shall indicate on the notice to appear whether the person may pay the minimum fine which is set forth in section 1-18 as settlement of such violation.

(c) Payments in settlement of violations set forth in section 1-18 shall be made within fourteen (14) days after the date that the Notice to Appear was issued to the person accused of such violation. A payment shall be considered made within said fourteen (14) days if the payment is actually received by the city's finance department by 5:00 p.m. on the fourteenth day following the date the Notice to Appear was issued. Payments shall be made by cash or certified check, money order or cashier's check made payable to the City of Urbana, or by MasterCard or VISA under such conditions as the city comptroller shall specify.

(d) If a person pays the minimum fine pursuant to this section, then no complaint charging the person with the particular violation shall be filed by the city attorney.

(e) The minimum fine for those violations listed in section 1-18 shall be as set forth in section 1-18 in lieu of the minimum fine set forth in other provisions of the Code.

(Ord. No. 9394-17, § 2, 8-16-93)

**Section 2.**

Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.



**Section 3.**

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 4.**

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor