

83-R-24

A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement with the Chicago Transit Authority Regarding Evanston Police Department Special Transit Police Detail Services

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City of Evanston (“Evanston”) and the Chicago Transit Authority (“CTA”), collectively referred to as the “Parties”, are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the Parties have the power and authority to enter into an agreement pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Evanston Police Department (“EPD”) allows sworn police officers to volunteer to work, during their off-duty hours, for municipal corporations that are separate and independent from the City of Evanston; and

WHEREAS, in furtherance of providing security to CTA passengers, employees and property, the CTA and the City of Evanston wish to provide for the use of sworn, off-duty, fulltime PD officers as security personnel within a collaborative project known as the CTA Special Detail (“CTA Special Detail”), within the City of Evanston; and

WHEREAS, the security of CTA passengers, employees, and property is a matter of public concern, and the provision of such security is in the public interest; and; and

WHEREAS, the Evanston City Council has determined that it will serve and be in the best interest of the City to enter into the Agreement with the CTA;

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Recitals. The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: The City Council hereby approves, pursuant to the City of Evanston's home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

SECTION 3: The City Manager is hereby authorized to sign the "Intergovernmental Agreement Between the Chicago Transit Authority and the City of Evanston For Special Transit Police Detail Services", attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Daniel Biss

Daniel Biss, Mayor

Attest:

Stephanie Mendoza

Stephanie Mendoza, City Clerk

Approved as to form:

Alexandra B. Ruggie

Alexandra B. Ruggie, Interim Corporation
Counsel

Adopted: _____ November 25, 2024

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CHICAGO TRANSIT AUTHORITY AND THE CITY OF EVANSTON FOR
SPECIAL TRANSIT POLICE DETAIL SERVICES**

THIS **AGREEMENT**, made and entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the **CITY OF EVANSTON**, a home rule municipality and municipal corporation, through its Department of Police (hereinafter referred to as the "PD"), and the **CHICAGO TRANSIT AUTHORITY**, a municipal corporation (hereinafter referred to as the "CTA").

WHEREAS, the security of CTA passengers, employees, and property is a matter of public concern, and the provision of such security is in the public interest; and

WHEREAS, both the CTA and the PD desire to develop a long range strategy for the provision of such security to CTA passengers, employees and property; and

WHEREAS, the PD allows sworn police officers to volunteer to work, during their off-duty hours, for municipal corporations that are separate and independent from the City of Evanston; and

WHEREAS, in furtherance of providing security to CTA passengers, employees and property, the CTA and the City of Evanston wish to provide for the use of sworn, off-duty, fulltime PD officers as security personnel within a collaborative project known as the CTA Special Detail (“CTA Special Detail”), within the City of Evanston; and

WHEREAS, the CTA and City of Evanston are separate and independent municipal corporations, authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois in accordance with the provisions of the Illinois Intergovernmental Cooperation Act;

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties hereto agree as follows:

- 1. Incorporation of the Recitals.** The above recitals are expressly incorporated by reference and made part of this Agreement as though fully set forth below.
- 2. PD’s Obligations.** Pursuant to this Agreement to provide security to CTA passengers, employees and property, through a CTA Special Detail, the PD agrees to do the following:
 - a). Assign voluntary PD officers, on a daily basis, including weekends and holidays, to such CTA surface and elevated

vehicles, routes and locations, located within the City of Evanston, as requested by CTA.

- b). Facilitate the voluntary employment of PD officers on CTA Special Detail solely at each individual officer's option. The PD will be responsible for accepting requests of officers who wish to participate in the CTA Special Detail, maintaining a roster of officers who wish to perform such work, and selecting officers from the list.
- c). With authorization by CTA to enter into or on all CTA vehicles (rail and bus) and properties, enforce law and order and protect all CTA passengers, employees and property.
- d). Participation in the CTA Special Detail shall be voluntary and officers shall only be allowed to participate in the CTA Special Detail when they are on furlough, regular day-off, day off due to holiday, personal day or compensatory time.
- e). Maintain weekly employment schedules, and daily logs and statistics on CTA incidents, crimes, fires, arrests, etc., and any activity or enforcement activity performed by PD officers relating to such types of events on or within 330 feet of CTA transit system property, including, but not limited to, CTA buses, bus stops, trains, rows of way, platforms, stations, garages, or parking lots. The CTA shall have the right, upon reasonable notice to the PD, to inspect and copy the above daily logs and statistics. It will be the responsibility of the PD to forward a summary of data on incident, crime, fire, arrests to the CTA on a weekly basis, in the same manner as invoices are forwarded pursuant to paragraph 9 of this Agreement; provided, however, PD shall forward, at a minimum, monthly reports on the above statistics. All reports and summaries shall contain property location codes on the above statistics. The employment schedules and invoicing will be submitted by the PD on a monthly basis.
- f). Conduct meetings with CTA representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Agreement, to discuss the status of the CTA Special Detail, including but not limited to schedules, incidents that affect passengers, employees, and properties of CTA and any other appropriate item.

3. CTA's Obligations. CTA hereby agrees to do the following:

- a). Reimburse the PD for all wages paid at the then-current off-duty officer flat rate. In no event shall CTA reimburse the PD more than \$265,000 per annum (the "Per Annum Amount").
- b). Provide the PD with access to all CTA premises necessary for the performance of this Agreement as provided in paragraph 7 of this Agreement.

4. **CTA Special Detail Oversight.** CTA's Vice President, Security and PD's Chief of Police, or their designees, will act as representatives for their respective entities to carryout the obligations necessary for the performance of this Agreement, including those obligations as provided in paragraph 2, subparagraphs (e) and (f) of this Agreement.

5. **Scope of Work.** CTA shall establish overall goals and objectives for the security of its employees, passengers and property. The CTA may make recommendations as to the locations and routes to be patrolled by the PD officers and the PD shall give those recommendations due consideration. Officers on CTA Special Detail shall continue to be subject to the rules and regulations, practices and procedures, of any and all PD General and Special Orders and directives, any amendments thereto or modification of such rules and regulations as promulgated by the Chief of Police. Officers on CTA Special Detail shall also comply with all the CTA's rules and regulations. The daily performance of the CTA Special Detail shall also be monitored by CTA personnel designated by its Chairman or President. Because the Scope of Work described herein is not intended to cover every detail of the CTA Special Detail, the PD will furnish all labor, materials, equipment and incidentals as required and necessary to complete the Scope of the Work, whether or not these details are specified in this Agreement. Duties of the officers within the CTA Special Detail shall herein be defined as listed below. CTA, reserves the right to amend and/or modify duties, without prior notice.
 - a). The primary duty of the PD officers is to protect life and property, prevent, detect and investigate criminal acts, collect and preserve evidence, and enforce Municipal, Local, State and Federal laws, as they would do in their capacity as PD officers of the City of Evanston.

6. **Emergencies.** In the case of an emergency, nothing in this Agreement shall preclude the PD from reassigning a PD officer on CTA Special Duty to work the emergent situation(s) in the City of Evanston.

7. **Right of Entry.** The CTA will permit access to its vehicles, rail cars, and facilities in connection with the performance of this Agreement. The PD officers will, while on the CTA premises, and in the course of their CTA Special Detail, comply with all the CTA's rules and regulations. Also, while on the CTA premises, the PD's CTA Special Detail activities may not prevent or unreasonably interfere with the use and enjoyment of the CTA premises by CTA, its employees, agents or passengers, for the purpose(s) to which the CTA premises are now, or may hereinafter be, committed by CTA.

8. **Compensation of Officers Funded by CTA Security Agreement.** All officers on the CTA Special Detail shall be paid wages for their work hereunder at a rate equal to the then-current off-duty officer flat rate. In addition to wages paid as identified herein, CTA shall also reimburse the PD an additional 10% of the flat rate to cover payment for time lost and medical benefits paid due to an injury while engaged in work on CTA Special Detail assignment and other benefits and administrative overhead (“Administrative Costs”). Reimbursement of said Administrative Costs shall not exceed the Per Annum Amount.
9. **Invoices.** On a monthly basis, the PD will submit an invoice to the CTA for reimbursement of the then-current off-duty officer flat rate for officers working in the CTA Special Detail. CTA will reimburse the PD within thirty (30) days of receipt of said invoices. Invoices must be sent to the CTA at the following address:

**Chicago Transit Authority
General Manager, Security
567 W. Lake Street
Chicago, IL 60661**

10. **Accounting.** PD shall notify the CTA in writing when ninety-five percent (95%) of the total Per Annum Amount has been expended. PD shall not accept any requests by its officers for work in the CTA Special Detail in excess of the total Agreement expenditure authorization unless authorized in writing to do so by the CTA. If the PD schedules any additional shifts or officers beyond the regular schedule, the PD shall be liable for any costs incurred as a result of its failure to either notify the CTA when 95% has been expended or for accepting work requests not authorized by the CTA.
11. **Labor Guidelines.** Under no circumstances shall CTA be considered a party to the collective bargaining agreement between the City of Evanston and the Fraternal Order of Police. The City of Evanston/PD believes that the officers in the CTA Special Detail are not and shall not be legally entitled to any additional overtime or premium compensation for their work hereunder any collective bargaining agreement or any Federal, state or local law or judicial ruling.
12. **Indemnification by CTA.** Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any PD officers employed on the CTA Special Detail for overtime or premium compensation which in any manner results from, arises out of, or is connected with CTA Special Detail work performed by these officers on the CTA Special Detail, the CTA shall indemnify and hold harmless the City of Evanston, PD, and each of their officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses,

judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

Any liabilities on the part of CTA for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. § 216 which in any manner results from, arises out of, or is connected with work performed on the CTA Special Detail. The obligation of the CTA, pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the Per Annum Amount.

13. Procedures for Indemnification by the CTA. In such instances where the City of Evanston, PD, and/or officers, agents and employees are entitled to be indemnified (as set forth in paragraph 12, Indemnity by CTA, above), and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:

- a). Such party(ies) shall have a right to counsel.
- b). In grievance and arbitration proceedings, the Corporation Counsel of the City of Evanston shall act as counsel and direct the defense, or at his option, appoint outside counsel, and in the latter instance, the City of Evanston will be responsible for the payment of attorney's fees, but not the other costs of defense.
- c). The City of Evanston, with the approval of the CTA, which will not be unreasonably withheld, is authorized to settle such grievance and/or arbitration proceedings, and the CTA will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be personal service upon the CTA or by certified mail, and the failure of the CTA to respond in writing within thirty (30) days from the date of receipt, shall constitute approval of the settlement by the CTA.
- d). Except as otherwise provided above, in all other venues other than grievance and arbitration proceedings, CTA will pay for defense costs of the City of Evanston including counsel, and counsel shall be selected by the CTA in consultation with the Corporation Counsel of the City of Evanston, and the CTA will also direct the defense of the claim in consultation with the Corporation Counsel of the City of Evanston.
- e). If any claim against the City of Evanston or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. § 216, and where the claim results from, arises out of or is connected with work performed by officers pursuant to this Agreement, the Corporation Counsel of the City of Evanston, at

the expense of the City of Evanston, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the CTA's obligation to assume the representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

14. Indemnification by the CITY OF EVANSTON. Upon receipt of reasonable notice of a claim or suit, for the action of PD officers or supervisors while performing duties of the CTA Special Detail and otherwise hereunder, the City of Evanston shall indemnify and hold harmless the CTA and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages.

15. Procedures for Indemnification by the CITY OF EVANSTON. In such instances where the CTA or any of its officers, agents and employees are entitled to be indemnified, and held harmless with respect to claims against them, the parties further agree as follows:

- a). Such party(ies) shall have a right to counsel.
- b). Such counsel shall be selected by the Corporation Counsel of the City of Evanston, who will also be responsible for directing the defense of the claim.

The CTA, its officers, agents and employees are obligated to cooperate with the City of Evanston during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the City of Evanston during the course of the investigation, administration and or litigation of claims extinguishes any obligation of the City of Evanston hereunder to represent and/or defend against the claim or to pay for any settlement or award based on such claim with regard to the CTA and/or the non-cooperating officer, agent or employee.

16. Claims Against Officers in the CTA Special Detail. The City of Evanston upon receipt of reasonable notice of a claim or suit, shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any PD officer working on the CTA Special Detail, subject to the conditions set forth herein and excluding punitive damages. These PD officers shall have legal representation by the City of Evanston in any civil cause of action brought against an officer resulting from or arising out of the performance of duties of the CTA Special Detail. The City of Evanston will provide the protections set forth above so long as the officer is acting within the scope of his/her employment on the CTA Special Detail and the officer cooperated with the City of Evanston during the course of the investigation, administration and/or litigation of the claim.

The City of Evanston shall not assume the representation and/or defense of any of the aforementioned claims if it is determined by the City of Evanston that the officer alleged to have committed the tortious act or violation of civil rights was acting outside the scope of his/her employment on the CTA Special Detail, was not acting in the performance of duties of the CTA Special Detail, or is deemed to have acted in a willful and wanton manner, nor shall the City of Evanston pay any settlements or awards based on such claims. The City of Evanston shall have the sole right to determine whether or not the officer was working within the scope of his/her employment or performance of duty on the CTA Special Detail or acted in a willful and wanton manner. A determination by the City of Evanston, that the officer was acting outside the scope of his/her employment or performance of duty on the CTA Special Detail, is not equivalent to a determination that the CTA is responsible for the actions of the officer.

17. Confidentiality. The PD, and its officers, agents and employees will keep confidential all information furnished to it by the CTA or otherwise learned by it in the performance of this Agreement. Except as may be required by law, the PD or its officers, agents and employees must not make any announcements or release any information concerning this Agreement, the Scope of the Work, or any thereof, to any member of the public, press, or any official body, unless prior written consent is obtained from the CTA.

18. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

19. Notices. Notice to the CTA as provided for in this Agreement shall be addressed to:

General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498
Email: kray@transitchicago.com

With a copy to:

Vice President, Security
Chicago Transit Authority
567 West Lake Street
Chicago, IL 60661-1498
Email: kryan@transitchicago.com

General Manager, Security
Chicago Transit Authority
567 West Lake Street
Chicago, IL 60661-1498
Email: ewinters@transitchicago.com

Notice to the City of Evanston as provided for in this Agreement shall be addressed to:

Corporation Counsel
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Email: law@cityofevantson.org

With a copy to:
Evanston Police Department
Attn: Sergeant Scott Sophier
1454 Elmwood Ave
Evanston, IL 60201
Email: ssophier@cityofevanston.org

All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by electronic mail by PD or CTA at the respective addresses shown above or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the business day of successful transmission if sent by electronic mail (or the first business day after successful transmission if such successful transmission is on a weekend, holiday, or after business hours).

20. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the CTA and the City of Evanston as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Evanston or the CTA shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including but not limited to any claims resulting from the providing of officers to the CTA pursuant to this Agreement.

21. Term and Extension. Subject to an approved funding appropriation during this calendar year and the approval of the Mayor and City Council of the City of Evanston, this Agreement shall become effective on the Effective Date and continue for three (3) years (the "Term"). The Term of this Agreement may be extended after approval by the Chicago Transit Board and agreement by the PD. Should the Term expire before this Agreement can be extended or a new agreement executed, the terms of this Agreement shall stay in effect until this Agreement is extended or a new agreement is executed.

22. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Such termination shall be made promptly in writing, with reasonable detail of the alleged unsatisfactory performance by the other party. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days prior written notice. Upon termination of this Agreement, the PD shall have no obligation to continue to provide officers for the additional security provided for herein. Moreover, upon termination, the PD shall promptly remove the PD officers from CTA Special Duty. Within 30 days of termination, the parties shall meet to conduct an accounting of any and all payments owed under this Agreement.

23. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

24. Severability. If any provision of this Agreement is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any constitution, statute, ordinance, rule of law, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

26. Construction. All parties have participated in the drafting of this Agreement. No term or provision set forth herein which may be considered ambiguous will be presumptively interpreted against any party as the drafter of the Agreement.

27. Entire Agreement. The making, execution, and delivery of this Agreement by CTA and PD has been induced by no representation, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties with respect to the CTA Special Detail, and there are no

further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument cannot be modified or amended except by a mutual, written, and signed agreement of the parties.

28. Separate Entities. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting CTA or the City of Evanston as representatives of each other for any purpose.

29. Authority. This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act.

30. Resolution. Execution of this Agreement by the CITY OF EVANSTON is authorized by virtue of a resolution passed by the City Council of the CITY OF EVANSTON on _____, 2024.

[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, the CITY OF EVANSTON has caused this Agreement to be signed by its City Manager and Chief of Police, approved by the Mayor of the CITY OF EVANSTON and the City Council and its seal to be hereto affixed and duly attested by its CLERK, and the CHICAGO TRANSIT AUTHORITY has caused the same to be executed by the Chairman of the CHICAGO TRANSIT BOARD, approved by the Chicago Transit Board and duly attested to by its Secretary as of the date and year set forth at the beginning of this Agreement.

APPROVED AS TO
FORM AND LEGALITY

CITY OF EVANSTON

By: Alexandra B. Ruggie
City Attorney

By: Luke Stowe
City Manager

ATTEST:

By: Stephanie Mendoza
City Clerk

By: S. Stewart
Chief of Police

APPROVED AS TO
FORM, LEGALITY,
TERMS AND CONDITIONS

Chicago Transit Authority
A municipal corporation

By: _____
Attorney

By: _____
Chairman

Approved by Ordinance
No. _____

Attest:

By: _____
Secretary to Board