

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE CHICAGO TRANSIT AUTHORITY AND THE VILLAGE OF OAK PARK
FOR SPECIAL TRANSIT POLICE DETAIL SERVICES**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 14th day of July, 2021 (the "Effective Date"), by and between the **VILLAGE OF OAK PARK**, a home rule municipal corporation (hereinafter referred to as the "Village"), 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 Village desire to develop a long-range strategy for the provision of such security to CTA passengers, employees and property; and

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

WHEREAS, in furtherance of providing security to CTA passengers, employees and property, the CTA and the Village wish to provide for the use of sworn, off-duty, full-time Oak Park police officers as security personnel within a collaborative project known as the CTA Special Detail ("CTA Special Detail"), within the Village; and

WHEREAS, the CTA and the Village 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, 5 ILCS 220/1 et seq.;

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. **Village Obligations.** Pursuant to this Agreement to provide security to CTA passengers, employees and property, through a CTA Special Detail, the Village agrees to do the following:
 - a). Subject to Village staffing requirements, assign voluntary Village police officers, on a daily basis, including weekends and holidays, to such CTA surface and elevated vehicles, routes and locations, located within the Village, as requested by CTA and according to need as indicated in crime trends and statistics developed and provided by the Village police department. Facilitate the voluntary employment of Village police officers on CTA Special Detail solely at each individual officer's option. The Village 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.

- b). With authorization by the 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.
- c). 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.
- d). Maintain weekly employment schedules, and daily logs and statistics on CTA incidents, crimes, fires, arrests, etc., and any activity performed by Village officers relating to such types of events. The CTA shall have the right, upon reasonable notice to the Village, to inspect and copy the above daily logs and statistics. It will be the responsibility of the Village to forward a summary of said data to the CTA on a weekly basis, in the same manner as invoices are forwarded pursuant to paragraph 9 of this Agreement.
- e). Conduct meetings with the 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 the CTA and any other appropriate item.

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

- a). Reimburse the Village for all wages paid at the current off-duty police officer flat rate. If a police officer's current straight-time hourly rate of pay is less than the then-current off-duty officer flat rate, then the officer shall receive his or her hourly rate of pay. In no event shall the CTA reimburse the Village more than \$322,972 per annum (the "Per Annum Amount").
- b). Provide the Village police officers with access to all CTA premises necessary for the performance of this Agreement as provided in paragraph 6 of this Agreement.

4. Scope of Work. The 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 Village police officers and the Village 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 Village Police Department 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 Village 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.

While on CTA Detail the role of Village police officers is to protect life and property 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 sworn police officers of the Village.

5. **Emergencies.** In the case of an emergency, nothing in this Agreement shall preclude the Village from reassigning a police officer on CTA Special Duty to work the emergent situation(s) in the Village.
6. **Right of Entry.** The CTA will permit access to its vehicles, rail cars, and facilities in connection with the performance of this Agreement. Village police 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 Village'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.
7. **Compensation of Officers Funded by CTA Security Agreement.** All officers on the CTA Special Detail shall be paid wages for their work hereunder at the applicable officer current rate per hour. The Village shall establish procedures for the officers to receive payment for the CTA Special Detail through the Village's payroll system. In addition to wages paid as identified herein, CTA shall also reimburse the Village an additional 10% of that amount to cover payment for time lost and medical benefits paid due to an injury while engaged in work on the CTA Special Detail assignment and other benefits, and for administrative overhead ("Administrative Costs"). Reimbursement of wages and Administrative Costs shall not exceed the Per Annum Amount.
8. **Invoices.** On a monthly basis, the Village will submit an invoice to the CTA for reimbursement of the applicable officer at the current rate per hour earned by officers working in the CTA Special Detail and for Administrative Costs as stated above. The CTA will reimburse the Village 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 Services
567 W. Lake Street – 11th Floor
Chicago, IL 60661-1498

The CTA shall remit payment to the Village at the following address:

Director of Finance
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

With a copy of the check provided to:

Chief of Police
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

9. **Accounting.** The Village shall notify the CTA in writing when ninety percent (90%) of the total Per Annum Amount has been expended. The Village 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. The Village shall be liable for any costs incurred as a result of its failure to either notify the CTA when 90% has been expended or for accepting work requests not authorized by the CTA.
10. **Labor Guidelines.** Under no circumstances shall the CTA be considered a party to any applicable collective bargaining agreement between the Village and the Fraternal Order of Police. The Village believes that the officers in the CTA Special Detail are not and shall not be legally entitled to overtime or premium compensation for CTA Special Detail work under any applicable collective bargaining agreement, or any Federal, state or local law or judicial ruling.
11. **Indemnification by the CTA.** Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any Village police 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 Village 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 the 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.

12. Procedures for Indemnification by the CTA. In such instances where the Village and/or officers, agents and employees are entitled to be indemnified (as set forth in paragraph 11, Indemnification by the CTA, above), and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:

- a). The Village and the CTA shall have a right to counsel
- b). In grievance and arbitration proceedings, the Village Attorney shall act as counsel and direct the defense, or at his or her option, appoint outside counsel, and in the latter instance, the Village will be responsible for the payment of attorney's fees, but not the other costs of defense.
- c). The Village, 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 by personal service upon the CTA, 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, the CTA will pay for an attorney who shall be selected by the CTA in consultation with the Village Attorney, and the CTA will also direct the defense of the claim in consultation with the Village Attorney.
- e). If any claim against the Village 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 Village Attorney, at the expense of the Village, 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.

13. Indemnification by the Village. Upon receipt of reasonable notice of a claim or suit alleging any tort or civil rights violation arising out of the action of Village police officers or supervisors while performing CTA Special Detail work, and otherwise hereunder, the Village 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.

14. Procedures for Indemnification by the Village. 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 Village Attorney, 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 Village during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the Village during the course of the investigation, administration and or litigation of claims extinguishes any obligation of the Village 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.

15. **Claims Against Officers working CTA Special Detail.** The Village will defend, indemnify and hold its officers harmless from any and all claims, demands or actions which are alleged to arise out of the officer's actions or failure to act in the course and scope of performing CTA detail work, in the same manner as the Village does for claims, demands or actions which are alleged to arise out of an officer's actions or failure to act in the course and scope of performing duties for the Village. This indemnification is as required by law and does not include indemnification for punitive damages.
16. **Confidentiality.** The Village, 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 which the CTA provides indicating to the Village that it is confidential information or which is otherwise exempt from disclosure under the Illinois Freedom of Information Act. Except as may be required by law, the Village or its officers, agents and employees must not make any announcements or release any information concerning this Agreement or the Scope of the Work to any member of the public, press, or any official body, unless prior written consent is obtained from the CTA.
17. **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.
18. **Notices.** Notices to the CTA shall be addressed to:

General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498

With a copy to:

Chief Safety & Security Officer
Chicago Transit Authority
567 West Lake Street
Chicago, IL 60661-1498

Notices to the Village shall be addressed to:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

With a copy to:

Chief of Police
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

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 mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by the Village or the CTA at their respective addresses shown above, or to such 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 mail or on the business day of successful transmission if sent by facsimile transmission (or the first business day after successful transmission if such successful transmission is on a weekend, holiday, or after business hours).

19. **No Waivers.** Nothing contained herein is intended or should be construed as in any way affecting the status of the CTA and the Village 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 Village 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.
20. **Term and Extension.** Subject to an approved funding appropriation during this calendar year and the approval of the President and Board of the Village and the CTA, this Agreement shall become effective on the Effective Date and continue for three (3) years (the "Term"). The Term of this Agreement may not be extended except by written agreement of the parties, provided, however, that the parties may informally agree to continuing the services on the same terms and conditions as set forth in this Agreement if and while they are engaged in negotiating a successor agreement. In such case, the CTA agrees to provide funding during that period of negotiation at the same levels as stated in this Agreement.

21. **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 Village shall have no obligation to continue to provide officers for the additional security provided for herein. Moreover, upon termination, the Village shall promptly remove the police 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.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
23. **Severability.** If any provision of this Agreement is held or deemed to be inoperative, invalid or unenforceable the inoperative or unenforceable provision will not render any other provision invalid, inoperative, or unenforceable, unless removing the unenforceable or invalid provision changes the expectations of the parties.
24. **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.
25. **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.
26. **Entire Agreement.** The making, execution, and delivery of this Agreement by the CTA and the Village has not been induced by any 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 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, except to extend the termination date as provided in Section 19 above.
27. **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 Village as representatives of each other for any purpose.
28. **Authority.** This Agreement is entered into by authority of and in accordance with the provisions of the Intergovernmental Cooperation Act. Execution of this Agreement was

authorized by the President and Board of Trustees of the Village of Oak Park by Resolution Number _____ adopted on _____. Execution of this Agreement was authorized by the Chicago Transit Authority by Ordinance Number _____, adopted on _____, 2021.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the VILLAGE OF OAK PARK has caused this Agreement to be signed by its Village Manager, approved by the President of the VILLAGE OF OAK PARK and the Board and its seal to be hereto affixed and duly attested by its Village 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

VILLAGE OF OAK PARK

By: _____
Village Attorney

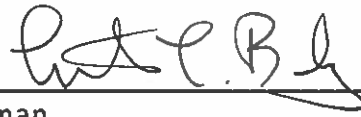
By: _____
Village Manager

ATTEST:
By: _____
Christina M. Waters, Village Clerk

APPROVED AS TO
FORM, LEGALITY,
TERMS AND CONDITIONS

Chicago Transit Authority
A municipal corporation

By: /s/ Jeffrey Bora
_____ CTA Attorney

By:  _____
Chairman

Approved by Ordinance
No. 02-81

Attest:
By:  _____
Secretary to Board

ORDINANCE NO. 021-81

AN ORDINANCE AUTHORIZING
THE RENEWAL OF AN
INTERGOVERNMENTAL
AGREEMENT WITH THE
VILLAGE OF OAK PARK FOR
POLICE SECURITY

WHEREAS, The Chicago Transit Authority ("Authority") operates a public transportation system in the Village of Oak Park ("Oak Park"); and

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

WHEREAS, Oak Park currently provides security on portions of the Authority's system, pursuant to an intergovernmental agreement (IGA) authorized by Transit Board Ordinance No. 016-82, by details of Oak Park police officers who are deployed to work for municipal corporations such as the Authority during their off-duty time; and

WHEREAS, The 2016 IGA has expired, but its terms remain in effect pending the execution of the new IGA; and

WHEREAS, The Authority desires to enter into another IGA with Oak Park under which off-duty sworn police officers will continue to provide the needed additional security to Authority passengers, employees, and property; and

WHEREAS; The IGA has an initial term of three (3) years, and upon expiration the terms of the IGA will remain in effect pending the execution of a new IGA; and

WHEREAS; The Authority will reimburse Oak Park for security services provided by sworn police officers in an amount not to exceed Three Hundred Twenty-Two Thousand Nine Hundred Seventy-Two Dollars (\$322,972.00) per year; and

WHEREAS, Either party may terminate the IGA for cause or upon 90 days' written notice; and

WHEREAS, The Authority will indemnify Oak Park against any claims for additional compensation by officers due to work undertaken for the Authority, and Oak Park will indemnify and defend the Authority against any claims for property damage, bodily injury, and personal injury arising from the actions of the police officers providing additional security to the Authority; and

ORDINANCE NO. 021 81
(Continued) -2

WHEREAS, Cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); now, therefore:

BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chairman of the Chicago Transit Board, or his designee, is authorized to enter into an agreement with the Village of Oak Park which has a term of three (3) years and will remain in effect until the agreement is extended or a new agreement is executed, requires Oak Park to provide police security on the Authority's system and the Authority to pay Oak Park an amount not to exceed Three Hundred Twenty-Two Thousand Nine Hundred Seventy-Two Dollars (\$322,972.00) per year, permits either party to terminate the agreement upon 90 days' written notice, and contains a mutual indemnification clause and other such terms as are substantially in conformance with the Intergovernmental Cooperation Agreement between the Chicago Transit Authority and the Village of Oak Park for Special Transit Police Detail Services attached as Exhibit A hereto.

SECTION 2. The Chairman, or his designee, is further authorized to take such actions and execute such documents as may be necessary to implement the objectives of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

APPROVED:



Chairman

July 14, 2021

PASSED:



Assistant Secretary

July 14, 2021