

**INTERGOVERNMENTAL
AGREEMENT BETWEEN
COOK COUNTY
AND
THE NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION (d/b/a
"Metra")**

This Intergovernmental Agreement ("Agreement") is made by and between the County of Cook ("County"), a body politic and corporate and home rule unit of local government under the Constitution and laws of the State of Illinois, having its principal offices at 118 North Clark Street, Chicago, IL 60602, and the Northeast Illinois Regional Commuter Railroad Corporation ("Metra"), a separate public corporation governed by the Commuter Rail Board of the Commuter Rail Division pursuant to 70 ILCS 3615/2.20, and a unit of local government under Section 1 of Article VII of the Constitution of Illinois of 1970, having its principal offices at 547 West Jackson, Suite 1300, Chicago, IL 60661.

WHEREAS, as a home rule unit of local government pursuant to Section VI (a) of Article VI (a) of the Constitution of Illinois of 1970, the County may exercise any power and perform any function pertaining to its government and affairs, within the boundaries of the county, including, but not limited to, the power to regulate for the protection of the public health and safety; and

WHEREAS, pursuant to Article XI, Section 2-901 of the Cook County Code of Ordinances ("Ordinances" or "County Ordinances") established the Cook County Department of Administrative Hearings to provide an independent central panel of adjudicators authorized to conduct administrative adjudication proceedings arising from alleged violations of County Ordinances; and

WHEREAS, Metra is authorized by the Illinois Regional Transportation Act (70 ILCS 3615/2.08, 2.20) ("RTA Act") to establish a police force to protect its property and passengers; and

WHEREAS, the County and Metra share a common goal of protecting public health and safety by ensuring that persons comply with laws within their jurisdiction and wish to share their resources to ensure efficient prosecution and collection of fines for certain offenses; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain services, and to exercise, combine or transfer any power or function, and to contract amongst themselves to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies; and

WHEREAS, pursuant to the aforementioned authorities, the County and Metra are empowered to enter into the instant Agreement with each other; and

WHEREAS, the County and Metra wish to enter into this Agreement for the Metra Police to issue County non-moving violations upon properties, as long as those properties are under both Metra's and the County's jurisdiction. Metra may also issue other minor County Ordinance violations, including, but not limited to possession of cannabis, disorderly conduct, trespassing, and public urination where County Ordinances are in effect; and

WHEREAS, such citations will be adjudicated by the Cook County Department of Administrative Hearings; and

WHEREAS, in furtherance of this Agreement, on January 21, 2015, the Cook County Board of Commissioners authorized the Cook County Department of Administrative Hearings to accept and adjudicate citations, written by Metra Police, charging individuals with violating County Ordinances; and

WHEREAS, Metra shall enact an ordinance which authorizes Metra Police to write citations charging individuals with violating County Ordinances, which citations will be

adjudicated by the Cook County Department of Administrative Hearings; and

WHEREAS, in consideration of their joint efforts the County and Metra will receive an equal share of the fines collected provided that an additional amount is retained by the County for collection and auditing costs; and

NOW, THEREFORE, the County and Metra agree as follows:

Section I: Incorporation of Recitals

The recitals set forth above are incorporated herein as though fully set forth.

Section II: Cooperative Services

- A. Adjudication of Citations.** After the effective date of the ordinances described above, and on a date which the County and Metra agree to, Administrative Law Judges of the Cook County Department of Administrative Hearings will adjudicate Ordinance violations alleged in citations issued by police officers of Metra. All adjudication services provided by the Department of Administrative Hearings shall conform to the requirements of applicable State Law, applicable County ordinances, and any applicable Metra ordinances, as those statutes and ordinances are contemporaneously considered, interpreted, and amended.
- B. Training.** The County shall provide reasonable training to Metra's police officers at times and places agreed to by both parties in the issuance of citations for Ordinance violations and the operations of the Department of Administrative Hearings. The County will not charge Metra for this training.
- C. Collection of Fines.** The Department of Revenue will collect and accept payment of: (1) fines-voluntarily paid by individuals to whom citations were issued by Metra police officers for violating the Ordinances; (2) fines imposed by the Administrative Law Officers upon

finding of liability; and (3) costs assessed against the respondents by the Administrative Law Officers of the Department of Administrative Hearings. The Department of Revenue may collect such payments in the same manner as it collects other debt and fees, including through the use of collection agencies.

D. Share of Fines. On a quarterly basis, fifty percent (50%) of the fines which resulted from citations issued by Metra police and which were collected during the previous quarter shall be paid to Metra, less collection and auditing costs incurred by the County. Any costs related to the collection and auditing of Metra's share of the collected fines shall be retained by the County.

E. Audit and Quarterly Reports. At the end of each quarter, the Department of Administrative Hearings will provide to Metra, a record of cases heard, dispositions made and fines imposed, and the County's Department of Revenue will provide to Metra a report detailing the auditing and collection costs, if any, incurred by the County, the fines collected and monies distributed, for that quarter. Metra shall have the right to review any audit and data provided by the Department of Revenue pursuant to this Agreement.

F. Miscellaneous Expenses. The County and Metra shall bear its own costs of carrying out this Agreement. Neither party shall seek to charge or obtain reimbursement from the other party for any costs associated with this Agreement other than the revenue sharing provided in subpart D. Share of Fines. Each party shall be responsible for paying the salaries, benefits, worker's compensation, and other expenses of its own employees and contractors.

Section III: Reservation of Rights

By utilizing the adjudication services of the Department of Administrative Hearings, Metra is not surrendering its right to prosecute those particular alleged violations of its ordinances in any court of

competent jurisdiction, provided, however, the parties agree that the principal venue for prosecuting alleged violations of Ordinances, rules and regulations authorized under this agreement shall be in the County's Department of Administrative Hearings.

Section IV: Mutual Indemnification

- A. Metra covenants and agrees to indemnify, defend and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by Metra, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Metra.

- B. The County covenants and agrees to indemnify, defend and save harmless Metra and its officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by the County or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the County.

Section V: Termination

This Agreement may be terminated by either party for any reason provided the termination is in writing and signed by a duly authorized representative of the terminating party. The effective date of termination shall be the date written notice of termination is delivered to the non-terminating party, such delivery to be documented by the person or entity delivering the notice. Notice of said

termination shall be forwarded to both the Cook County Board of Commissioners and Metra's Executive Director for their receipt and information.

Section VI. Miscellaneous

- A. Amendments.** No revision, modification or amendment of this Agreement shall be effective unless set forth in writing, approved by the parties and properly executed on their behalf.
- B. Governing Law and Forum.** This Agreement is governed by and shall be construed according to the laws of the State of Illinois. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County.
- C. Compliance with Laws.** The Parties hereto agree to observe and comply with all applicable Federal, State and local laws which may in any manner affect performance under this Agreement.
- D. Severability.** In the event that any provision(s) of this Agreement is determined to be legally invalid, the Parties agree that such particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.
- E. Cook County Vehicle Code.** The Cook County Vehicle Code, Section 82-1 *et seq.* of the Cook County Code ("Cook County Vehicle Code"), identifies several standing, parking and compliance violations for which county tickets may be issued. For purposes of this Agreement, Metra may only issue Cook County Vehicle Code citations upon streets and highways to the extent the citation is issued on properties, streets and highways under both Metra's and the County's jurisdiction.
- F. Approval Required.** The Agreement between the County and Metra shall not become effective unless authorized by the Cook County Board of Commissioners and Metra's

Board of Directors. Once executed, the Agreement constitutes a legal, valid and binding agreement in accordance with its terms.

G. Governmental Immunity. Notwithstanding anything to the contrary set forth herein, neither the County nor Metra has waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement.

H. Entire Agreement. This Agreement constitutes the entire agreement of the County and Metra with respect to the subject matter and supersedes all other prior agreements, representations, negotiation, and commitments between the County and Metra. The headings are included for convenience only and shall not be considered by either in construing the meaning of this agreement.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

Section VII. Notices

All notices given under this Agreement shall be in writing and shall be served during regular business hours. Notices shall be served at the following addresses:

To the County:

President
Cook County Board of Commissioners
118 N. Clark Street, Room 537
Chicago, IL 60602

With a copy to:

Director of Administrative Hearings
118 N. Clark Street, Room 1149
Chicago, IL 60602

To Metra:

Executive Director/CEO
547 West Jackson, Suite 1300
Chicago, IL 60666

With a copy to: General Counsel (at same address)

With a copy to: Metra Chief of Police (at same address)

All notices shall be effective upon their receipt by the persons to whom they are directed.

Duly executed as authorized by law this _____ of _____, 2016.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Agreement:

Toni Preckwinkle
President, Cook County Board of Commissioners

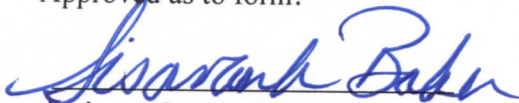
Dated: _____

ATTEST:

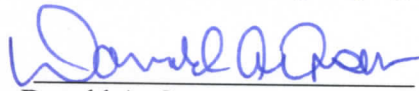
David Orr
Cook County Clerk

Dated: _____

Approved as to form:

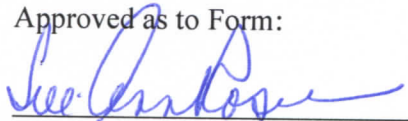

Assistant State's Attorney

METRA EXECUTION: The undersigned, on behalf of Metra, a public corporation governed by the Commuter Rail Board of the Commuter Rail Division pursuant to 70 ILCS 3615/2.20, hereby accept the foregoing Agreement:


Donald A. Orseno
Executive Director, Metra

Dated: 5-11-16

Approved as to Form:


Metra General Counsel