



**AGENDA**

**Human Services Committee**

**Monday, December 7, 2020**

**Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800**

**(Virtual)**

**6:00 PM**

Page

**(I) CALL TO ORDER/DECLARATION OF A QUORUM: ALDERMAN FLEMING**

HS1. *As the result of an executive order issued by Governor J.B. Pritzker suspending in-person attendance requirements for public meetings, City Council members and City staff will be participating in this meeting remotely.*

*Due to public health concerns, residents will not be able to provide public comment in-person at the meeting. Those wishing to make public comments at the Human Services Committee meetings may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by completing the City Clerk's Office's online form at [www.cityofevanston.org/government/city-clerk/public-comment-sign-up](http://www.cityofevanston.org/government/city-clerk/public-comment-sign-up) or by calling/texting 847-448-4311.*

*Community members may watch the Human Services meeting online at [www.cityofevanston.org/channel16](http://www.cityofevanston.org/channel16) or on Cable Channel 16.*

**(II) APPROVAL OF MINUTES OF THE REGULAR MEETING**

HS1. **Approval of the Minutes of the Regular Meeting of November 2, 2020** 5 - 8

Staff recommends approval of the minutes of the regular meeting of

November 2, 2020

**For Action**

[Human Services Committee - Nov 02 2020 - Minutes](#)

**(III) PUBLIC COMMENT**

**(IV) ITEMS FOR CONSIDERATION**

**HS1. Contract Renewal for AMITA/ (Presence) Behavioral Health for Critical Health Services 9 - 15**

Staff recommends authorizing the City Manager to renew the Service Provider Agreement between AMITA Behavioral Health (Presence Health) and the City of Evanston for the provision of 24-hour crisis line access, mental health crisis intervention and various community outreach and education services at a cost of \$143,333.00. The Agreement is dated January 1, 2021 to December 31, 2021.

Funding is provided by the Human Services Fund Community Outreach Program line item (Account 176.24.2445.62491)

**For Action**

[Contract Renewal for AMITA/ \(Presence\) Behavioral Health for Critical Health Services](#)

**HS2. Handyman/ Agreement Renewal with Sam Goss & Associates 16 - 28**

Staff recommends authorizing the City Manager to execute an agreement with Sam Goss & Associates (1727 Brummel, Evanston, IL 60202) to provide handyman services for the Handyman Program. This agreement will cover the period of January 1, 2021 through December 31, 2021 and is the second of three annual renewals.

Funding is provided from the Affordable Housing Fund Account 250.21.5465.63095 with a budget of \$20,000.00. Currently, the Handyman Program has expended \$6,431 with a remaining balance of \$13,569.

**For Action**

[Handyman/ Agreement Renewal with Sam Goss & Associates](#)

**HS3. Resolution 97-R-20, Authorizing the City Manager to Execute the Professional Service Agreement with the Youth Job Center to Fund Building Career Pathways to Sustainable Employment Program 29 - 52**

Staff recommends adoption of Resolution 97-R-20, authorizing the City Manager to execute a Professional Service Agreement with the Youth Job Center (YJC) to fund Building Career Pathways to Sustainable

Employment Program. The 2020-2021 Agreement with the Youth Job Center of Evanston Inc. provides no less than twenty disconnected and unemployed young adults, who are low to moderate-income Evanston residents (ages 18-25), with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support, and transportation assistance for 12 months in an amount not to exceed \$55,200.00 for FY 2020-2021. Funding for this agreement is budgeted in Health and Human Services Department Community Services, Youth and Young Adult Engagement Division Budget Unit 176.24.3215.62490, which has an FY 2020 budget of \$220,000 and a year to date balance of \$156,123.61 prior to this agreement. Costs amount to approximately \$2,760.00 per participant.

**For Action**

[Resolution 97-R-20, Authorizing the City Manager to Execute the Professional Service Agreement with the Youth Job Center to Fund Building Career Pathw](#)

**(V) ITEMS FOR DISCUSSION**

HS1. **Support Services for Youth** 53 - 54

For Discussion

[Support Services for Youth](#)

HS2. **Banning Outdoor Games Involving the Consumption of Alcohol that Can Be Viewed From A Public Way or Adjacent Property** 55 - 56

Alderman Fiske recommends City Council review and discuss an ordinance banning outdoor games that involve the consumption of alcohol that can be viewed from a public way or adjacent property.

**For Discussion**

[Banning Outdoor Games Involving the Consumption of Alcohol that Can Be Viewed From A Public Way or Adjacent Property](#)

HS3. **Review of Evanston Police Complaints and Comments Report** 57 - 99

Staff recommends the Human Service Committee accept and place on file the review of Evanston Police Complaints and Comments Report.

**Accept and Place on File**

[Review of Evanston Police Complaints and Comments Report](#)

**(VI) ITEMS FOR COMMUNICATION**

HS1. **"Brushed Aside" by Maggie Harden**

100 - 109

An article about off campus drinking of Northwestern students and the struggles administrators face to find common ground on alcohol reform

[Brushed Aside - North by Northwestern Fall 2017 Magazine](#)

**(VII) ADJOURNMENT**





**Human Services Committee**

**Monday, November 2, 2020 @ 5:00 PM**

Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800

**COMMITTEE MEMBER PRESENT:**

Cicely Fleming, 9th Ward Alderman, Eleanor Revelle, 7th Ward Alderman, Judy Fiske, 1st Ward Alderman, Peter Braithwaite, 2nd Ward Alderman, and Robin Rue Simmons, 5th Ward Alderman

**COMMITTEE MEMBER ABSENT:**

**STAFF PRESENT:**

**1. CALL TO ORDER/DECLARATION OF A QUORUM: ALDERMAN FLEMING**

- A. As the result of an executive order issued by Governor J.B. Pritzker suspending in-person attendance requirements for public meetings, City Council members and City staff will be participating in this meeting remotely.

Due to public health concerns, residents will not be able to provide public comment in-person at the meeting. Those wishing to make public comments at the Human Services Committee meetings may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by completing the City Clerk's Office's online form at [www.cityofevanston.org/government/city-clerk/public-comment-sign-up](http://www.cityofevanston.org/government/city-clerk/public-comment-sign-up) or by calling/texting 847-448-4311.

Community members may watch the Human Services meeting online at [www.cityofevanston.org/channel16](http://www.cityofevanston.org/channel16) or on Cable Channel 16.

The meeting was called to order at 5:08 p.m.

**2. APPROVAL OF MINUTES OF THE REGULAR MEETING**

- A. **Approval of the Minutes of the Regular Meeting**

**3. PUBLIC COMMENT**

Rebeca Mendoza, President of the not for profit Evanston Latinos has been advocating for more resources for the LatinX community and she supports the proposed Community Member Relief Fund.

Stephanie Mendoza supports the Community Member Relief Fund proposal.

Jen Karlovitz does not support Banning Outdoor Games involving the Consumption of Alcohol that can be viewed from a Public Way or Adjacent Property. She says neighbors should resolve their issues without involving the police.

Julie Johnson supports banning outdoor games Involving the consumption of alcohol that can be viewed from a public way or adjacent property. She lives around Northwestern Campus and lately the student houses throw parties and play games. The yelling is constant whether there is a win or loss. The students have also been belligerent when confronted and their actions is making it difficult to enjoy life on her block.

Sean Peck Collier does not support the banning outdoor games involving the consumption of alcohol that can be viewed from a public or adjacent property. He also asked the Committee not to accept the police review of complaints until the Citizen Oversight Committee response is included. He feels the complimentary letters from other police department should not be included in the Review of Complaint reports.

Jeremy Vannatta doesn't support the proposal to ban outdoor games involving the consumption of alcohol that can be viewed from a public or adjacent property

**4. ITEMS FOR CONSIDERATION**

**A. Resolution 90-R-20, Designating the Portion of Church Street between Darrow Avenue and Dodge Avenue with the Honorary Street Name Sign, "Clifford James Wilson Way"**

The Parks, Recreation and Community Services Board recommend adoption of Resolution 90-R-20, naming the portion of Church Street between Darrow Avenue and Dodge Avenue with the Honorary Street Name Sign, "Clifford James Wilson Way".

Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations' materials fund (Account 100.40.4520.65115) which has a fiscal year 2020 budget of \$58,000 and a year to date balance of \$8,000.

**For Action**

Moved by 5th Ward Alderman Robin Rue Simmons  
Seconded by 2nd Ward Alderman Peter Braithwaite

**Ayes:** 9th Ward Alderman Cicely Fleming, 7th Ward Alderman Eleanor Revelle, 1st Ward Alderman Judy Fiske, 2nd Ward Alderman Peter Braithwaite, and 5th Ward Alderman Robin Rue Simmons

**Carried 5-0 on a recorded vote**

**B. Human Services Committee 2021 Meeting Dates**

Staff recommends approval of the 2021 meeting dates for the Human Services Committee.

**Draft**

Human Services Committee  
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**For Action**

Moved by 9th Ward Alderman Cicely Fleming  
Seconded by 5th Ward Alderman Robin Rue Simmons

**Ayes:** 9th Ward Alderman Cicely Fleming, 7th Ward Alderman Eleanor Revelle, 1st Ward Alderman Judy Fiske, 2nd Ward Alderman Peter Braithwaite, and 5th Ward Alderman Robin Rue Simmons

**Carried 5-0 on a recorded vote**

C. **Community Member Relief Fund**

Staff recommends the Human Services Committee review and approves a proposed Community Member Relief Fund which would provide emergency assistance through the City's General Assistance Office to undocumented Evanston residents.

**For Action**

Twenty five thousand dollars will be allocated from the General Fund for this program and supplemented with donations.

Moved by 2nd Ward Alderman Peter Braithwaite  
Seconded by 9th Ward Alderman Cicely Fleming

**Ayes:** 9th Ward Alderman Cicely Fleming, 7th Ward Alderman Eleanor Revelle, 1st Ward Alderman Judy Fiske, 2nd Ward Alderman Peter Braithwaite, and 5th Ward Alderman Robin Rue Simmons

**Carried 5-0 on a recorded vote**

5. **ITEMS FOR DISCUSSION**

A. **Arts Council Presentation**

The Arts Council presentation highlighted the events of the past year. During the Pandemic musicians have been playing together via zoom and out doors while social distancing. There has been ballet at the beach, murals painted around town and showcased on sidewalks and in retail establishments windows. Black Lives Matter has been painted in the side lot of the Arts Center and in front of Evanston Township High School. Celebrations have been shared via streaming and Royalty Reads have erected Little Free Library.

The Arts Council has been focusing on improving their online presence. Three new public art sculpture has been installed and for the first time one is located in the 5th ward in Twigs Park.

The Cultural Arts Fund Grant has seen some changes. The Questionnaire was modified to now have only three questions instead of seven. For the first time the Community Arts groups were invited to apply. The grant applications requests this year was up by 65% with

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**Draft**

Human Services Committee  
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60% being first time applicants. The 30,000 was distributed to 30 grant applicants instead of 12 from last year.

B. **Banning Outdoor Games Involving the Consumption of Alcohol that Can Be Viewed From A Public Way or Adjacent Property**

Alderman Fisk says there is an issue in her ward along with the 5th ward around Fireman Park. There has been an increase in nuisance, noise and litter. She is looking for ideas on a solution for the neighbors.

Alderman Rue Simmons supports Ald. Fisk's request for the ban.

Northwestern Police Department was asked to assist but they said the department does not respond to off campus incidents.

Discussion will continue at the December's meeting with the hope that Northwestern representatives will be present.

Alderman Fiske recommends City Council review and discuss an ordinance banning outdoor games that involve the consumption of alcohol that can be viewed from a public way or adjacent property.

**For Discussion**

6. **ITEMS FOR COMMUNICATION**

The findings information will be included in the December's meeting.

A. **Review of Evanston Police Complaints and Comments Report**

Staff recommends the Human Service Committee accept and place on file the review of Evanston Police Complaints and Comments Report.

**For Action: Accept and Place on File**

7. **ADJOURNMENT**

The meeting ended at 6:47 p.m.

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CAO

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Mayor



## Memorandum

To: Members of the Human Services Committee  
From: Ike Ogbo, Health & Human Services Director  
Subject: Contract Renewal for AMITA/ (Presence) Behavioral Health for Critical Health Services  
Date: December 7, 2020

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Recommended Action:

Staff recommends authorizing the City Manager to renew the Service Provider Agreement between AMITA Behavioral Health (Presence Health) and the City of Evanston for the provision of 24-hour crisis line access, mental health crisis intervention and various community outreach and education services at a cost of \$143,333.00. The Agreement is dated January 1, 2021 to December 31, 2021.

Funding Source:

Funding is provided by the Human Services Fund Community Outreach Program line item (Account 176.24.2445.62491)

Council Action:

For Action

Summary:

Since March 1, 2013, AMITA (Presence) Behavioral Health and the City of Evanston established an agreement for AMITA (Presence) Health to provide 24-hour crisis line access, mental health crisis intervention, counseling, therapy and various community outreach plus education services for Evanston residents. This agreement will continue to cover services and staff which includes a licensed clinician who operates at the Evanston Public Library. In 2017, the agreement was amended to include the licensed clinician to work at the Evanston Public Library. \$143,333 is the maximum total payable under the renewal Agreement.

Due to the COVID-19 pandemic and the initial closing of the Library, Amita Health provided services through the 24 hour crisis line which is available to all community members. Amita has also provided services in Spanish to support the Latinx community members during this pandemic. Additionally, Spanish speaking support is being offered to the Latinx community including starting a Spanish-speaking women's support group.

Amita Health staff returned to the Library when it reopened to provide services and still maintained the crisis lines for service. So far in 2020, Amita Health has provided services to over 500 Evanston residents which range from mental health, education, access to care, counseling and social support..

Attachments:

[AMITA PRESENCE HEALTH 2021 Service Agreement](#)

## **POLICY GUIDELINES GOVERNING SERVICE PROVIDER AGREEMENT**

This Service Provider Agreement (the “**Agreement**”), is made on this \_day of January 2021 (the “**Effective Date**”), to December 31, 2021 by and between The City of Evanston, an Illinois home rule municipality (“**City**”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, and Presence(Amita) Behavioral Health, a not-for-profit Illinois corporation (“**Provider**”). City and Provider may be referred to as a “**Party**” and collectively as the “**Parties**”.

### **1. PROVIDER RESPONSIBILITIES FOR LEVEL OF SERVICE:**

1.1 Provider shall provide outreach to the Evanston Police and Fire Department, through training exercises during the term for emergency responders including Health and Human Services Department staff in behavioral health issues. In addition, Provider will work with the Police and Fire Department personnel to identify chronic 911 callers that are often dropped off at the hospital emergency room.

1.2 Provider currently operates a Crisis Line, which operates 24 hours a day/7 days a week and Provider will make the Crisis Line available to Evanston residents.

1.3 Provider will assign Community Support and Social Work specialist staff members to be assigned to work on solely Evanston focused efforts, including but not limited to case management, community support outreach for those that have been identified as chronic 911 callers, initiating psychiatric hospitalization of involuntary patients, provide daily contact with the crisis line, in-home assessment, therapy, counseling, provide linkage to other mental health organizations, and the services outlined in 1.1 and 1.2 (the “**Provider Staff Member**”). The Provider Staff Member will be located at the St. Francis Hospital, 355 Ridge Avenue, Evanston, Illinois 60202. In the recruitment of the Provider Staff Member, priority will be given to candidates who are residents of Evanston. In the event that no qualified Evanston residents present themselves for consideration, the Provider Staff Member will be recruited from outside the City of Evanston, so as to avoid interruption of services to the community. Lastly, the Provider Staff Member will be an Evanston resident.

1.4 Agreement Term for Services: The services outlined in Paragraphs 1.1 – 1.3 (collectively “**Services**”) shall be performed by Provider from January 1, 2021 and December 31, 2021 (“**Term**”). The Term shall not be renewed, except by written agreement of the Parties and by approval of the City Council.

1.5 The Agreement shall be used to serve solely residents of the City of Evanston (the “**Recipients**”). No Recipients shall, on the grounds of their race, age, creed, color, sex, national origin, religious creed, financial status, source of income, marital status, sexual orientation, economic status or disability be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives financial assistance from or through the City. The Provider may expend funds received under this Agreement only for those parts of the Provider’s program expenses directed to the Recipients and services specified in the Agreement.

1.6 Provider will provide 1FTE- Licensed Clinician to be assigned to work at designated Evanston Public Library locations. FTE will provide immediate access to critical services. Along with supporting and training staff, the Social Worker can connect patrons in need with a continuum of services including crisis intervention/de-escalation, support, outreach, education, and assessments to determine if a higher level of care is needed up to and including hospitalizations. Finding effective ways to quickly meet immediate needs will be an important new tool at the Evanston Public Library.

**2. FEE POLICIES:**

- 2.1 No persons may be refused services due to the inability to pay for services rendered. However, when fees are charged for a service all persons receiving said service are expected to contribute to the cost of the service per agency guidelines to the extent that they are able.
- 2.2 The Provider shall submit agency fee guidelines to the City. The grant money can be used to subsidize services rendered to Evanston residents after fees are collected. Provider represents and warrants that it will not be seeking any payments from the City above the funding amount to recover any loss due to non-payment or under payment for services rendered.
- 2.3 The City approved funding in the principal amount of Seventy Three Thousand, Three Hundred and Thirty Three and 00/100 Dollars (\$63,333.00) for the Term of the Agreement. Funding will be paid through a monthly invoice process and payment will be disbursed in accordance with the Illinois Local Government Prompt Act. Invoices shall be submitted to the Director of Health and Human Services, 2100 Ridge Avenue, Evanston, IL 60201.
- 2.4 The City approved funding in the principal amount of Seventy Thousand 00/100 Dollars (\$80,000):12month Salary for Social Worker and indirect cost reimbursement to Presence (Amita) for recruiting, managing and directing Social Worker and processing payroll. Funding will be paid through a monthly invoice process and payment will be disbursed in accordance with the Illinois Government Prompt Act. Invoices shall be submitted to the Director of Health and Human Services, 2100 Ridge Avenue, Evanston, IL 60201.

**3. RECORD KEEPING:**

- 3.1 The Provider shall keep and maintain individual cumulative case records, including a specific service plan for each Recipient with the agency's goal(s) for the Recipient and measurable objectives within time frames specified by the professional staff involved, when applicable.
- 3.2 The Provider shall maintain confidentiality of individual Recipient records and share such information in accordance with the amended Mental Health Code of the State of Illinois or after the appropriate authorization for release of information has been obtained from the Recipient when applicable.
- 3.3 The Provider shall maintain all records related to this Agreement for a minimum of three years, or longer if other applicable laws or regulations so require.
- 3.4 The Provider shall permit on-site inspection of relevant records by the Director of the Health and Human Services (“**Director**”) at all reasonable times, subject to conditions specified in Section 3.2 regarding confidentiality.
- 3.5 The Provider shall have on file and maintain a policy and procedure for determining the residency of Recipients related to the conditions specified in Section 1.

**4. COMMUNITY PLANNING AND COORDINATION:**

- 4.1 The Provider will meet with the Director to discuss general and/or specific issues of this Agreement. Either party may initiate such meetings.



- 4.2 The Provider will notify the Director about any and all information which is pertinent to the future of the agency and its operations in the community, e.g., staffing problems, loss of funding, lawsuits, and/or deficiencies cited in a review for license or certification.
- 4.3 The Provider will participate in Health and Human Services meetings, as designated by the Director to develop a comprehensive human service program for Evanston.
- 4.4 When it is appropriate to the Provider's mission the Provider will mutually cooperate with other network services in the provision of treatment services and discharge planning for people who have mental disorders and/or developmental disabilities.

**5. MONITORING AND EVALUATION:**

- 5.1 The Provider's agency and program performance statistics, Agency Quarterly Narrative Report, and report on outcome measures will be submitted to the Director in a timely manner using the forms specified by the Director.
- 5.2 If the Provider is funded by the Illinois Department of Human Services (IDHS), the Provider shall furnish the City with financial and budget reports prepared for and submitted to IDHS upon request of the City. It is understood that the City may receive and/or may request directly from IDHS all monthly and quarterly summary data printouts about these agencies.
- 5.3 Limited to this Agreement, on a quarterly basis, the Provider shall furnish the Director a summary report of all grant-in-aid, purchase of service, or other grant and funding requests by the Provider, regardless of whether local, state, federal or private foundation monies are requested for facilities or services.
- 5.4 One copy of the Provider's most recent audit must be submitted to the City within two weeks of having been accepted on behalf of the Provider's Board of Directors.
- 5.5 For the Provider to receive funding by the City, budget documents and all narratives shall comply with the requirements of the Budget Manual for Human Service Agencies prepared by the EMHB and City staff.
- 5.6 Per City Council Public Policy Resolution 24-PR-79, the Provider shall:
  - 5.6.1 Submit to the Director a copy of its policy on equal opportunity employment and a copy of its most current affirmative action plan.
  - 5.6.2 Conduct meetings of its board of directors, or policy-setting body, in such a manner that whenever City funds are discussed, the meetings shall be open to the public.
  - 5.6.3 Submit to the Director the names and addresses of the current members of its board of directors or policy-setting body.

**6. INSURANCE AND INDEMNITY:**

- 6.1 The Provider shall not commence work under this Agreement until it has obtained Commercial General Liability insurance approved by the City of Evanston, and endorsed to provide coverage for Broad Form Property Damage and Blanket Broad Form Contractual Liability.
- 6.2 The Provider shall furnish two copies of the Certificate of Insurance naming the City of Evanston as an additional insured. The Certificate shall also recite that any cancellation shall require thirty (30) days advance notice, with notice to all named or additional insured. The Provider shall maintain Personal Injury and Property Damage coverage for a minimum of \$1,000,000 for each occurrence.
- 6.3 The Provider Certificate of Insurance shall include the following indemnity provision:

*"The Provider agrees to indemnify, save harmless and defend the City of Evanston, its agents, servants, and employees, and each of them against and hold it and them harmless from any lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury, or any damage to any property, which may arise or which may be alleged to have risen out of or in connection with the work covered by this contract."*

- 6.4 In case of any conflict between the language of the Provider's General Liability Insurance policy(s) and the indemnity provision cited in Section 6.3, the indemnity provision shall govern.
- 6.5 The Provider shall designate to the Director of Health or his/her designee a staff person to be responsible as the Provider's contact person for insurance and indemnity matters. The designation shall be in writing, and provide the name, title, telephone number, and if available, an email address of the person designated.

**7. CONTRACT CHANGES:**

- 7.1 Any amendments to this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

**8. TERMINATION AND OTHER RIGHTS OF THE CITY:**

- 8.1 The CITY maintains the right in the event of a failure by the Provider to perform any of its obligations under this Agreement to terminate this Agreement and payments thereunder, or to withhold funding for any one or more payment periods. With the exception of those issues identified in Section 8.2, the CITY must notify the Provider in writing of such impending action at least thirty calendar days before such action goes into effect. Such notice shall specify the reasons for which the action is taken, and the conditions, if any, under which payments may be reinstated.
- 8.2 The CITY shall waive its responsibility for payment of any and all bills for expenditures received over 45 calendar days after the last day of the month in which the services were provided.
- 8.3 The awarding of this Agreement in no way implies the continued financial support of programs or services of the Provider by the CITY beyond the specific period of this Agreement. Future funding by the CITY will be determined by an annual program review and allocation process.
- 8.4 This Agreement and its rights, responsibilities and proceeds may not be awarded or assigned by the Provider to any other individual(s) or party(s) for the purpose of fulfilling the obligations of this Agreement. In the event of the inability of the Provider to complete the terms of this Agreement, the CITY maintains the sole responsibility to determine the disposition of the balance of funds remaining under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have fully executed this Agreement on the date set forth above.

**CITY OF EVANSTON:**  
an Illinois home rule corporation

**PRESENCE BEHAVIORAL HEALTH**  
an Illinois not-for-profit corporation

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By: Erika Storlie, City Manager

Date: \_\_\_\_\_, 2020

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By: Rick Germann, Vice-President

Date: \_\_\_\_\_, 2020

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Ike C. Ogbo, Director

Date: \_\_\_\_\_, 2020



## Memorandum

To: Members of the Human Services Committee  
From: Ike Ogbo, Health & Human Services Director  
CC: Audrey Thompson, Community Services Manager  
Subject: Handyman/ Agreement Renewal with Sam Goss & Associates  
Date: December 7, 2020

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### Recommended Action:

Staff recommends authorizing the City Manager to execute an agreement with Sam Goss & Associates (1727 Brummel, Evanston, IL 60202) to provide handyman services for the Handyman Program. This agreement will cover the period of January 1, 2021 through December 31, 2021 and is the second of three annual renewals.

### Funding Source:

Funding is provided from the Affordable Housing Fund Account 250.21.5465.63095 with a budget of \$20,000.00. Currently, the Handyman Program has expended \$6,431 with a remaining balance of \$13,569.

### Council Action:

For Action

### Summary:

The City of Evanston Health and Human Services Department provides a Handyman Program for eligible senior residents. The vendor hired for this program provides minor repairs and maintenance services in the homes or apartments of Evanston seniors. These minor or small scale housing rehab/repair jobs increase safety, reduce energy and water usage plus help low-income seniors age in place. This program is funded by Affordable Housing Fund and is used for materials and labor.

In March of 2019, the City of Evanston sought proposals for contracting a vendor to provide handyman services to be performed in homes of older residents. The vendor is to assess individual tasks, perform the job, pay for materials, and prepare a monthly invoice for the City of Evanston to reimburse labor and materials. Nineteen companies were contacted and only one proposal was received which is Sam Goss and Associates, our current vendor. Below is the tabulation from the RFP issued in 2019 showing the detailed results:

**Contractor**

**Pricing Per Job**

Goss & Associates

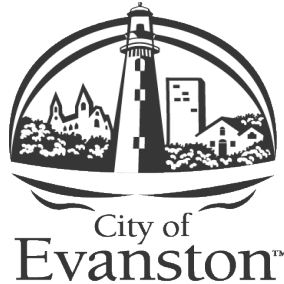
\$40/hour plus materials

This Agreement has a term of January 1, 2021 – December 31, 2021 at a cost-not-to-exceed \$20,000.00 (labor plus materials/supplies purchased to complete a task). Due to COVID-19, there are many Handyman requests that have been on hold which will need to be completed as soon as it is safe to resolve these requests. Therefore, it is requested that the contract amount from 2020 be carried over to 2021 and this agreement will not exceed \$33,569 (\$20,000 for 2021 and \$13,569 from 2020 contract).

Attachments:

[Handyman Professional Services Agreement 2021](#)

**Exhibit J**



**CITY OF EVANSTON  
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

***Handyman Services***  
*("the project")*  
*RFP Number: 19-17*

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 16<sup>th</sup> day November, 2020, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and Goss & Associates with offices located at 1727 Brummel, Evanston, IL 60202 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$20,000 for 2021 with an additional carry over amount of \$13,659 from 2020 contract for requests unable to be completed due to COVID-19.

**I. COMMENCEMENT DATE**

**Consultant shall commence the Services on January 1, 2021 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.**

**II. COMPLETION DATE**

Consultant shall complete the Services by December 31, 2021. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

**III. PAYMENTS**

The City agrees to pay the contractor \$40/hour plus the cost of materials. Payment will be made without local, state or federal tax deductions. Payment for services shall be made upon submittal of invoices by contractor and acceptance by the owners.

#### **IV. DESCRIPTION OF SERVICES**

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal No. #19-17 (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

#### **V. GENERAL PROVISIONS**

**A. Services.** Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

**B. Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

**C. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items



specifically identified by the City related to the Services herein.

**D. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

**E. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

**F. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

**G. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

**H. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated,

Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

**I. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subconsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

**J. Insurance.** Consultant shall carry and maintain at its own cost with such

companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

**K. Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

**L. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

**M. No Assignments or Subcontracts.** Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

**N. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

**O. Liens and Encumbrances.** Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmens' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may

be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub Consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

**P. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

**Q. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

**R. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

**S. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

**T. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

**U. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

**V. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

**B.** That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

#### **VII. SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

#### **VIII. CONSULTANT CERTIFICATIONS**

**A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

**B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act,

the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

**C.** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

**D.** Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

**E.** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

**F.** Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**G.** If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

**H.** Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

## **IX. INTEGRATION**

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

**IN WITNESS WHEREOF**, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

**CONSULTANT:**

**CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201**

By \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## Memorandum

To: Members of the Human Services Committee  
From: Ike Ogbo, Health & Human Services Director  
CC: Audrey Thompson, Community Services Manager  
Subject: Resolution 97-R-20, Authorizing the City Manager to Execute the Professional Service Agreement with the Youth Job Center to Fund Building Career Pathways to Sustainable Employment Program  
Date: December 7, 2020

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Recommended Action:

Staff recommends adoption of Resolution 97-R-20, authorizing the City Manager to execute a Professional Service Agreement with the Youth Job Center (YJC) to fund Building Career Pathways to Sustainable Employment Program. The 2020-2021 Agreement with the Youth Job Center of Evanston Inc. provides no less than twenty disconnected and unemployed young adults, who are low to moderate-income Evanston residents (ages 18-25), with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support, and transportation assistance for 12 months in an amount not to exceed \$55,200.00 for FY 2020-2021.

Funding Source:

Funding for this agreement is budgeted in Health and Human Services Department Community Services, Youth and Young Adult Engagement Division Budget Unit 176.24.3215.62490, which has an FY 2020 budget of \$220,000 and a year to date balance of \$156,123.61 prior to this agreement. Costs amount to approximately \$2,760.00 per participant.

Council Action:

For Action

Summary:

In 2012, the City contracted with YJC to implement the pilot year of the Building Career Pathways to Sustainable Employment Program. YJC was selected as a partner because it is a successful employment/training agency within the City that focuses upon job-readiness and job-placement for at-risk youth and young adults. Its mission is to ensure success for young people in the workplace and in life. YJC has a proven track record of excellence placing more than 1,700 young people each year in various positions and training programs. It has

developed many long-term relationships with employers who are committed to hiring individuals after successful on-the-job training and credential attainment.

Continued utilization of the YJC avoids the duplication of services and provides the best method for implementing the Youth and Young Adult Division's Workforce Training and Employment Programs. YJC has partnered with the City for many years in providing employment services to Youth and Young Adults in the community and receives CDBG funding for such initiatives.

The "Building Career Pathways to Sustainable Employment Program" has been developed and modeled after successful national best practices. One such model was highlighted in the Joyce Foundation's July 2010 "*Shifting Gears: State Innovation to Advance Workers and the Economy in the Midwest*" report. That report defined career pathways as – "a series of connected education and training programs and support services that enable individuals to get jobs in specific industries, and to advance over time to successfully complete higher levels of education and work in that industry."<sup>1</sup> These programs include "embedded" or "stackable" credentials connected to each step in the pathway. These credentials, such as occupational certificates, have value to employers by themselves, and also build toward longer technical diplomas and degrees.

A more recent documentation and validation of this Workforce Training and Employment approach can be found in the March 2016 MDRC (*formerly known as Manpower Research Demonstration Corporation*) Issue Brief ([www.mdrc.org](http://www.mdrc.org)). In the brief, researchers note that "career pathways approaches are efforts to build more coherent and easily navigable systems providing skills training, credentials, supports, and employment." The brief concludes that work-based learning is an effective method for teaching skills that are valued in the labor market and a powerful incentive to keep individuals engaged and gain access to industry and careers. For the disengaged, on-the-job training experiences can be part of an incentive structure that encourages them to strive, persist, and succeed.

The results of the initial pilot program have been impressive and are consistent with other national models using these workforce development strategies. To date there have been 143 participants. Eighty-nine percent of participants completed Job Readiness Training. Eighty-four percent of the participants were placed in on-the-job training and/or direct hire placements. Sixty percent were placed in long-term employment – this percentage is markedly above the national averages for programs of this nature. Sixty-three of the 143 participants or 44% completed certification programs.

Internship industries have included: Retail, Healthcare, Social Services, Food Service, Security, Education, Public Administration, Sports/Recreation, Construction, Administrative/Clerical, Automotive Repair & Maintenance, and Culinary/Food Prep.

Internship Worksites have included: City of Evanston, Evanston School District 65, Manor Care Health Services, TJ Maxx, Douglas Center, Allied Barton Security Services, Northshore Solar LLC, St. Francis, McGaw YMCA, Auto Barn, Duxler Auto, Evanston Rebuilding Warehouse, Curt's Café, Edzo's Burgers, Midas, The Recyclery Collective, Canal Shores Golf Course, YoFresh Yogurt Café, Greenwise Organic Lawn Care, Spice House, LLC, S&C Electric Company, and Collective Resources.

Credentialed Pending/Attained have included: National Retail Federation (NRF), Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary), ServSafe, Illinois Food Handler's Card, Basset Certification, and Recyclery Certifications.

Participants in the program complete pre-meeting assessments and orientations with Division staff. Once completed, YJC and City staff develop individualized participant caseloads. Participants are required to meet the minimum criterion that has been established for the pathway they have chosen (i.e. skills assessment, availability, high school diploma, etc.), as if they were directly applying to the positions.

All participants receive supportive services, career counseling, job readiness training, program stipends, educational support, and transportation assistance, if necessary. They are eligible for 200+ hours of paid training for entry level positions leading to educational/work trade certifications.

Listed below is a summary of the scope of work to be performed by YJC:

- Assume all costs for all training, materials, etc., including any additional supplemental support needed to ensure an individual's success such as transportation vouchers.
- Pay job readiness stipends and subsidized wages earned during training internship.
- Provide counseling and coaching, supportive follow-up services to individuals. YJC will also provide regularly scheduled updates to Youth and Young Adult Division staff on the progress of individuals enrolled in the program.

Youth and Young Adult Division staff recruits young adults in the community and identifies Evanston residents that would benefit from this program. Additionally, other City departments and partner agencies in the city such as the Moran Center and Evanston School District 202 provide referrals to the Division.

Youth and Young Adult Program staff and YJC Job Counselors follow the progress of individuals enrolled in the program and their placement in employment over a 24 month period. Research shows that follow up services are critical to the success of disengaged and disconnected "Opportunity Youth". The successful partnership with YJC provides the educational and workforce related resources that are not always available to the City of Evanston.

Attachments:

- [Youth Job Center Career Pathways 2020 Program Agreement](#)
- [97-R-20 Authorizing CMO to Execute Youth Job Center Agreement 2021](#)
- [Youth Job Center Career Pathways 2020-21 Memo](#)
- [YJC Service Delivery Model \(Flow Chart\)](#)



**CITY OF EVANSTON  
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

**Building Career Pathways to Sustainable Employment Program 2020-2021**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 30th day of October 2020, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and Youth Job Center Of Evanston, with offices located at 1114 Church Street, Evanston, Illinois, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$55,200.

**I. COMMENCEMENT DATE**

Consultant shall commence the Services on November 2, 2020 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

**II. COMPLETION DATE**

Consultant shall complete the Services by October 30, 2021. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

**III. PAYMENTS**

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

#### **IV. DESCRIPTION OF SERVICES**

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A. Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

#### **V. GENERAL PROVISIONS**

**A. Services.** Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required

under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

**B. Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

**C. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source

documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

**D. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

**E. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

**F. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference. All other training materials, assessment tools, documents, and forms developed by Consultant for purposes other than fulfilling its obligations under this Agreement are and shall remain property of Consultant. The City may use said materials for training purposes only pursuant to this Agreement. Usage of said materials by the City beyond the scope of this Agreement shall require Consultant's written consent.

**G. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting

documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

**H. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

**I. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.



To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subconsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

**J. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies

and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

**K. Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

**L. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference

to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party without the City's express written consent.

**M. No Assignments or Subcontracts.** Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

**N. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

**O. Liens and Encumbrances.** Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

**P. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201,

Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

**Q. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

**R. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

**S. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

**T. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

**U. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

**V. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

**B.** That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

## **VII. SEXUAL HARASSMENT POLICY**

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

## **VIII. CONSULTANT CERTIFICATIONS**

**A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

**B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 *et seq.*) and applicable rules in performance under this Agreement.

**C.** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of

2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

**D.** Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

**E.** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

**F.** Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

**G.** If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

**H.** Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

## **IX. INTEGRATION**

This Agreement, together with Exhibits A sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

**IN WITNESS WHEREOF**, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

**CONSULTANT:**

**CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201**

By \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

This EXHIBIT A to that certain Consulting Agreement dated 9th day of September, 2019 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and Youth Job Center Of Evanston sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

**COMMENCEMENT DATE: September 9, 2019**

**COMPLETION DATE: August 31, 2020**

**Budget:**

The Youth Job Center shall be financially responsible for the furtherance of the program and the direct and indirect costs specifically determined to be as follow:

- \$23,000 for to provide personalized wrap around services support to 20 individuals
- \$25,000 for on-the-job training salaries, taxes, subsidized internships for program participants
- \$4,000 for customized job related training
- \$1,200 for program materials and training supplies
- \$2,000 for transportation support
- \$0 for job readiness training
- Total: \$55,200 to support

**Scope of Work:**

YJC will support 20 Evanston youth and young adults in the "Sustainable Employment Program," supporting youth through training, personalized advising, supportive services, subsidized internships and continued educational opportunities. YJC staff will work with young adults to develop a career pathway plan that meets their needs and continues to move them toward living-wage jobs in careers with advancement opportunities. YJC estimates that approximately half of the youth served need immediate work and time to build skills and stabilize before able to be successful in training or Career Pathways programs.

• 20 Evanston youth and young adults will be enrolled in the program. Of these:	
• 10 young adults will enroll in Career Pathways or short-term training programs leading to industry-recognized certification. These youth will receive continued high level of personalized, ongoing support from YJC to ensure success in training and retention on the job, once placed.	• 10 young adults will be placed into jobs, and where appropriate, enrolled in YJC's Lasting Impact initiative to receive retention support, stabilization services and ongoing career planning, leading to training or advancement opportunities.
YJC will leverage support from other programs to provide job-readiness training, retention support and additional supportive services for these youth.	

YJC staff will work with participating employers to ensure retention in permanent employment.



**97-R-20**

**A RESOLUTION**

**Authorizing the City Manager to Execute the Professional Services Agreement with the Youth Job Center to Fund the Building Career Pathways to Sustainable Employment Program**

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

**SECTION 1:** The City Manager is hereby authorized and directed to sign the Professional Services Agreement (the “**Agreement**”) by and between the City and the Youth Job Center, an Illinois not-for-profit corporation. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2:** The Agreement will fund an initiative called “Building Career Pathways to Sustainable Employment Program” that will provide not less than 20 disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance over 24 months

**SECTION 3:** The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that she deems to be in the best interest of the City.

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

Attest:

\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: \_\_\_\_\_, 2020

\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Approved as to form:

\_\_\_\_\_  
Kelley A. Gandurski, Corporation  
Counsel

**EXHIBIT 1**

**PROFESSIONAL SERVICES AGREEMENT**

**For City Council meeting of October 26, 2020  
Item: Resolution Agreement with Youth Job Center for Career Pathways Program  
For Action**



## Memorandum

**To:** Honorable Mayor and Members of the City Council

**From:** Ike C. Ogbo, Director, Health and Human Services Department  
Audrey Thompson, Community Services Manager

**Subject:** 97-R-20 a Resolution Authorizing the City Manager to Executive the Professional Service Agreement with the Youth Job Center of Evanston, to Fund Building Career Pathways to Sustainable Employment Program

**Date:** October 19, 2020

Recommended Action:

Staff recommends City Council adoption of Resolution 97-R-20 authorizing the City Manager to execute the 2020-2021 agreement with the Youth Job Center of Evanston Inc. (YJC) (1114 Church Street, Evanston, IL 60201) to provide not less than twenty disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance for 12 months in an amount not to exceed \$55,200.00 for FY 2020-2021.

Funding Source:

Funding for this agreement is budgeted in Health and Human Services Department Community Services, Youth and Young Adult Engagement Division Budget Unit 176.24.3215.62490 which has a FY 2020 budget of \$220,000 and a YTD balance of \$156,123.61 prior to this agreement. Costs amount to approximately \$2,760.00 per participant.

The City of Evanston shall be financially responsible for the furtherance of the program. The Youth Job Center of Evanston shall be the employer of record. The direct and indirect costs shall be \$25,000.00 for on the job training salaries for 20 program participants (@\$1,250.00 each); \$2,000.00 for transportation support; \$4,000.00 for customized training, \$1,200.00 for program materials and training supplies; \$23,000.00 for mandatory orientation, intake and job-readiness assessment, skill building activities, employability action plan, record documentation, job portfolio, mock interviews and coaching, personalized job referrals, individualized career pathways counselor

consultations, and 6 month, 12 month, 18 month, and 24 month job retention benchmark incentives and follow up.

Summary:

In 2012, the City contracted with YJC to implement the pilot year of the Building Career Pathways to Sustainable Employment Program. YJC was selected as a partner because it is a successful employment/training agency within the City that focuses upon job-readiness and job-placement for at-risk youth and young adults. Its mission is to ensure success for young people in the workplace and in life. YJC has a proven track record of excellence placing more than 1,700 young people each year in various positions and training programs. It has developed many long-term relationships with employers who are committed to hiring individuals after successful on-the-job training and credential attainment.

Continued utilization of the YJC avoids the duplication of services and provides the best method for implementing the Youth and Young Adult Division's Workforce Training and Employment Programs. YJC has partnered with the City for many years in providing employment services to Youth and Young Adults in the community and receives CDBG funding for such initiatives.

The "Building Career Pathways to Sustainable Employment Program" has been developed and modeled after successful national best practices. One such model was highlighted in the Joyce Foundation's July 2010 "*Shifting Gears: State Innovation to Advance Workers and the Economy in the Midwest*" report. That report defined career pathways as – "a series of connected education and training programs and support services that enable individuals to get jobs in specific industries, and to advance over time to successfully complete higher levels of education and work in that industry."<sup>1</sup> These programs include "embedded" or "stackable" credentials connected to each step in the pathway. These credentials, such as occupational certificates, have value to employers by themselves, and also build toward longer technical diplomas and degrees.

A more recent documentation and validation of this Workforce Training and Employment approach can be found in the March 2016 MDRC (*formerly known as Manpower Research Demonstration Corporation*) Issue Brief ([www.mdrc.org](http://www.mdrc.org)). In the brief, researchers note that "career pathways approaches are efforts to build more coherent and easily navigable systems providing skills training, credentials, supports, and employment." The brief concludes that work-based learning is an effective method for teaching skills that are valued in the labor market and a powerful incentive to keep individuals engaged and gain access to industry and careers. For the disengaged, on-the-job training experiences can be part of an incentive structure that encourages them to strive, persist, and succeed.

The results of the initial pilot program have been impressive and are consistent with other national models using these workforce development strategies. To date there have been 143 participants. Eighty-nine percent of participants completed Job Readiness Training. Eighty-four percent of the participants were placed in on-the-job

training and/or direct hire placements. Sixty percent were placed in long-term employment – this percentage is markedly above the national averages for programs of this nature. Sixty-three of the 143 participants or 44% completed certification programs.

Internship industries have included: Retail, Healthcare, Social Services, Food Service, Security, Education, Public Administration, Sports/Recreation, Construction, Administrative/Clerical, Automotive Repair & Maintenance, and Culinary/Food Prep.

Internship Worksites have included: City of Evanston, Evanston School District 65, Manor Care Health Services, TJ Maxx, Douglas Center, Allied Barton Security Services, Northshore Solar LLC, St. Francis, McGaw YMCA, Auto Barn, Duxler Auto, Evanston Rebuilding Warehouse, Curt's Café, Edzo's Burgers, Midas, The Recyclery Collective, Canal Shores Golf Course, YoFresh Yogurt Café, Greenwise Organic Lawn Care, Spice House, LLC, S&C Electric Company, and Collective Resources.

Credentialed Pending/Attained have included: National Retail Federation (NRF), Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary), ServSafe, Illinois Food Handler's Card, Basset Certification, and Recyclery Certifications.

Participants in the program complete pre-meeting assessments and orientations with Division staff. Once completed, YJC and City staff develop individualized participant caseloads. Participants are required to meet the minimum criterion that has been established for the pathway they have chosen (i.e. skills assessment, availability, high school diploma, etc.), as if they were directly applying to the positions.

All participants receive supportive services, career counseling, job readiness training, program stipends, educational support, and transportation assistance, if necessary. They are eligible for 200+ hours of paid training for entry level positions leading to educational/work trade certifications.

Listed below is a summary of the scope of work to be performed by YJC:

- Assume all costs for all training, materials, etc., including any additional supplemental support needed to ensure an individual's success such as transportation vouchers.
- Pay job readiness stipends and subsidized wages earned during training internship.
- Provide counseling and coaching, supportive follow-up services to individuals. YJC will also provide regularly scheduled updates to Youth and Young Adult Division staff on the progress of individuals enrolled in the program.

Youth and Young Adult Division staff recruits young adults in the community and identifies Evanston residents that would benefit from this program. Additionally, other

City departments and partner agencies in the city such as the Moran Center and Evanston School District 202 provide referrals to the Division.

Youth and Young Adult Program staff and YJC Job Counselors follow the progress of individuals enrolled in the program and their placement in employment over a 24 month period. Research shows that follow up services are critical to the success of disengaged and disconnected “Opportunity Youth”. The successful partnership with YJC provides the educational and workforce related resources that are not always available to the City of Evanston.

Attachments:

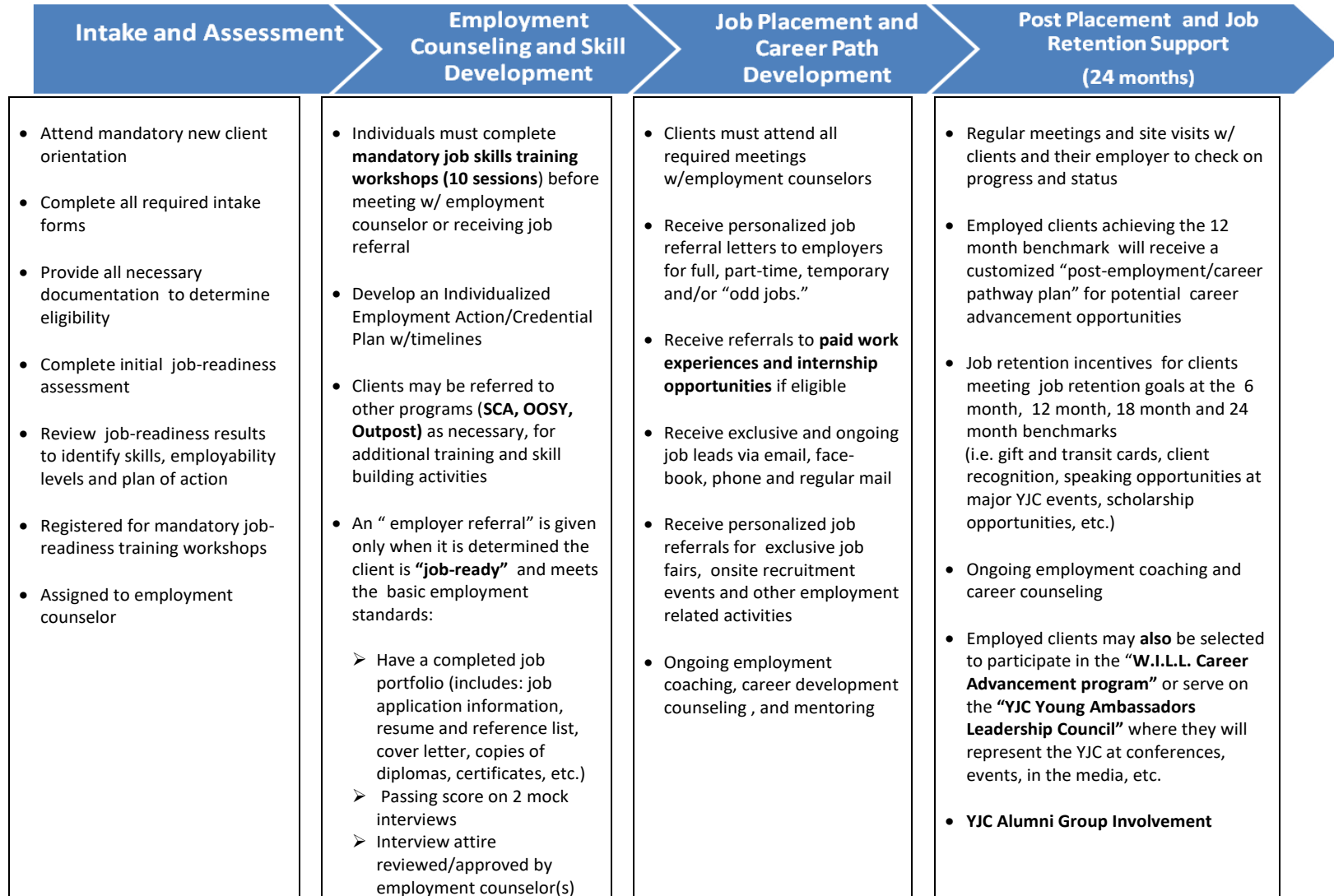
Resolution 97-R-20

Agreement with Youth Job Center of Evanston Inc.

Service Delivery Model

1 Davis Jenkins. Career Pathways: Aligning Public Resources to Support Individual and Regional Economic Advancement in the Knowledge Economy. Workforce Strategy Center, August 2006

### COE- YJC Service Delivery Model







## Memorandum

To: Members of the Human Services Committee  
From: Ike Ogbo, Health & Human Services Director  
Subject: Support Services for Youth  
Date: December 7, 2020

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Recommended Action:  
For Discussion

Council Action:  
For Discussion

Summary:

The Human Services Committee meeting scheduled for December, 2020 will focus on discussions relating to Evanston youth and what services are available to support them especially during this pandemic. The meeting will also focus on issues faced and how these issues have adversely affected Evanston youth. During this pandemic, issues such as school closures, loss of jobs, homelessness, homicides and other concerns have impacted many youth including those who reside in Evanston.

City of Evanston staff who directly work with Evanston youth will be present during the meeting to provide input regarding services they provide. City of Evanston staff will provide feedback of the benefits of the programs offered and any issues experienced in providing such services and programs. Additionally, youth and families identified in the community will be present to speak on the needs or obstacles they are facing regarding youth matters and how they have been supported.

Furthermore, Representatives from District 65 and 202 will be present to provide various perspectives of what their respective youth are facing and how they have been impacted especially during this pandemic. Lessons from this meeting will hopefully help identify gaps in service, provide support, uncover underlying issues, expand collaborative opportunities and find ways to provide additional resources to assist impacted Evanston youth.

Attachments:

[Youth Support Services](#)



## Memorandum

To: Human Services Committee Chair, Alderman Cecily Fleming  
Members of Human Services Committee

From: Ike C. Ogbo, Director, Health and Human Services Department

Subject: Support Services for Youth

Date: 11/30/2020

Summary:

help identify gaps in services, support provided, underlying issues and ways to provide additional resources to assist Evanston impacted youth.  
City staff and school district representatives will be attending the meeting.



## Memorandum

To: Members of the Human Services Committee  
From: Brian George, Assistant City Attorney  
Subject: Banning Outdoor Games Involving the Consumption of Alcohol that Can Be Viewed From A Public Way or Adjacent Property  
Date: December 7, 2020

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Recommended Action:

Alderman Fiske recommends City Council review and discuss an ordinance banning outdoor games that involve the consumption of alcohol that can be viewed from a public way or adjacent property.

Council Action:

For Discussion

Summary:

There have been complaints about Evanston residents playing beer pong and other games involving alcohol consumption in their front yards in full view of their neighbors and the public way. The attached is a section of the Belmar, New Jersey Municipal Code which bans outdoor games involving the consumption of alcohol that can be viewed from the public way or adjacent properties. Alderman Fiske recommends that City Council review and discuss the Belmar Municipal Code section as a possible template for a similar ordinance in Evanston banning outdoor games involving the consumption of alcohol.

Attachments:

[Belmar New Jersey Municipal Code Section 16-25.1](#)

**BOROUGH OF BELMAR, NEW JERSEY  
MUNICIPAL CODE**

§ 16-25.1 Prohibition.

No game or contest that involves as an element of the said game or contest the consumption or use of an alcoholic beverage shall be permitted, performed or engaged in outside of a house, building or other structure in such a location and/or manner that they can be viewed from a public street, public sidewalk or other public thoroughfare, or from an adjacent property. This includes, but is not limited to: front yards, side yards, porches or decks.



## Memorandum

To: Honorable Mayor and Members of the City Council  
CC: Members of the Human Services Committee  
From: Jennifer Levi, Administrative Assistant  
Subject: Review of Evanston Police Complaints and Comments Report  
Date: December 7, 2020

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### Recommended Action:

Staff recommends the Human Service Committee accept and place on file the review of Evanston Police Complaints and Comments Report.

### Council Action:

For Action: Accept and Place on File

### Summary:

Attached are the summaries of 5 complaints since our last meeting and 3 complaints that have been reviewed by CPRC. Additionally, there are 7 compliments from of fellow Departments and the public.

Enclosed summaries include:

- **DI #20-01 (Closed)**
- **DI #20-03 (Closed)**
- **DI #20-06 (Closed)**
- **DI #20-04**
- **DI #20-05**
- **DI #20-07**
- **DI #20-08**
- **DI #20-09**

Pending Complaint Registers:

- N/A

Pending Departmental Inquiries:

- **DI #20-10**
- **DI #20-11**
- **DI #20-12**
- **DI #20-13**
- **DI #20-15**
- **DI #20-16**
- **DI #20-17**
- **DI #20-18**

- **DI #20-14**

Attachments:

[Review of Evanston Police Complaints and Comments Report December 07, 2020^](#)

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

April 10, 2020

**DI # 20-01**

**Initiated:** January 07, 2020

**Completed:** January 30, 2020

**Allegation**

On December 31, 2019, at approximately 1443hrs, the Office of Professional Standards received an email from a Patrol Commander regarding a complaint from the Complainant. The Patrol Commander spoke with the Complainant via telephone, and she alleged that the Accused Officer threatened to place her under arrest if she continued to call the police. The Complainant also alleged that the Accused Officer accused her of doing drugs.

If the allegations are true, the Accused Officer may have violated the following:

**Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.

**Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**Rule 6** Incompetency or inefficiency in the performance of a duty or task.

**Rule 18** Disrespectful behavior, willful maltreatment or abusive language towards any person, whether a citizen or member of the Department.

**Rule 20** Failure to provide prompt, correct, or courteous service.

**The Incident, per OPS Sergeant  
(Accused Officer's body-worn Camera)**

On December 31, 2020, at approximately 0100hrs, the Accused Officer responded to a townhouse on the 700 block of Oakton Street due to multiple nuisance complaint calls to 911 by two residents. The Complainant stated her neighbor tried to kick in her screen door; furthermore, the neighbor stated that the Complainant was banging on the wall. The Complainant alleged that her neighbor was making too much noise, to which she responded by pounding on the adjoining wall shared by the two units. The Complainant also alleged that her home smelled of smoke due to her neighbor smoking cigarettes and marijuana in their unit next door.

The Accused Officer then responded to the neighbor's residence and advised them of the nuisance complaints made by the Complainant. The neighbor also made complaints against the Complainant, alleging that she was also making noise by banging on the wall. As the Accused Officer conversed with the neighbor, he acknowledged that their residence did not smell like

cannabis. He returned to the Complainant's residence and reported his findings and stated the neighbor apologized, and they would try to keep the noise down.

The Accused Officer asked the Complainant if one of her teenage children might have been smoking cannabis in the home without her knowledge. The Complainant advised the Accused Officer that they were not present. The Accused Officer told the Complainant that this incident was a civil matter that needed to be addressed by contacting her property management company to resolve her ongoing issues with her neighbor.

The Accused Officer advised the Complainant that her neighbor has made complaints against her. He addressed the neighbor's complaint by asking the Complainant to stop banging on the adjoined wall. The Complainant refused, stating the neighbors were making too much noise, and she will continue to call the police as a result. The Accused Officer reported to the Complainant that if her neighbor made any additional complaints about her banging on the wall, she could be issued a ticket and if the Complainant continued to call the police for non-emergency issues she could be arrested. The Accused Officer did not have further contact with the Complainant.

#### **Actions, per OPS Sergeant**

On January 02, 2020, at approximately 1346hrs, The OPS Sergeant spoke with the Complainant via telephone to discuss her complaint. The Complainant stated that on 01/31/2019, she called 911 regarding a nuisance complaint against her neighbor, and she expressed her alleged confrontation with the Accused Officer. The Complainant further stated she did not want to file a formal complaint; however, the Complainant expressed that she wished for the matter to be investigated by the OPS Office.

#### **Actions, Patrol Sergeant**

The Patrol Sergeant advised the Accused Officer of this complaint and directed him to submit a memorandum delineating his recollection of this incident. The Accused Officer complied.

**Accused Officer's memorandum:** (dated 01/26/2020) The Accused Officer's statement is consistent with the OPS Sergeant's account of this incident. In addition, the Accused Officer stated that while entering the neighbor's residence, he did not detect the slightest order of cannabis. The neighbors also assured the Accused Officer that they were in bed and not making any noise. Furthermore, the neighbors complained that when the Complainant bangs on their shared wall, it wakes their small children.

The Accused Officer stated that due to a previous encounter with the Complainant, he knew the Complainant had teenage children. Due to the Accused Officer's familiarity with the Complainant, he asked the Complainant if it was possible the children were home and smoking cannabis without the Complainant's knowledge.

The Accused Officer also stated that due to a previous encounter with the Complainant, the Accused Officer was aware that she would call 911 all night, as an annoyance, if she didn't get her way. The Accused Officer advised the Complainant not to call 911 unless she had an emergency or she would be subject to arrest.



### **Findings / Recommendation, Patrol Sergeant**

After reviewing all reports, memoranda, and video associated with this complaint, The Patrol Sergeant stated that, based on all available evidence, he found that the Accused Officer **DID NOT VIOLATE RULES 1, 2, 6, 18, & 20** and recommended the Accused Officer be **EXONERATED** of all accusations in this complaint. The Patrol Sergeant stated that the Accused Officer conducted himself professionally and engaged the Complainant in a conversational tone, asking at different times if there was anything additional he could do for her. The Patrol Sergeant further stated that although the Complainant was dissatisfied with the Accused Officer's discretion, the Patrol Sergeant found the Accused Officer's decisions to be reasonable and within policy expectations (dated 01/28/2020).

### **Findings / Recommendation, Patrol Commander**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Patrol Commander **CONCURRED** with the Patrol Sergeant and found that the Accused Officer **DID NOT VIOLATE RULES 1, 2, 6, 18, & 20**. In addition, the Patrol Commander stated that the Accused Officer was professional when he communicated with both parties. The Patrol Commander further stated that the Accused Officer was strict at some points of the conversation with the Complainant, which she found extremely reasonable. The Patrol Commander recommends **NO FURTHER ACTIONS** (dated 01/28/2020).

### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Deputy Chief **CONCURRED** with the Patrol Commander and the Patrol Sergeant's findings. The Deputy Chief recommended **NO FURTHER ACTION** (dated 01/28/2020).

### **Findings / Recommendation, Chief of Police**

Upon review of all memoranda, reports, and videos associated with this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings that the Accused Officer **DID NOT VIOLATE RULES 1, 2, 6, 18, & 20**. The Chief of Police recommended **NO FURTHER ACTION** (dated 10/28/2020).

### **CPRC Meeting Minutes A Review of Department Inquiry 20-01**

1. Motion made by Shahna Richman to discuss Department Inquiry 20-01
  - *seconded by Rick Marsh; motion approved.*
2. Sgt. Aaron Wernick gave a summary of the Department Inquiry 20-01.
3. Motion made by Shahna Richman to move Inquiry 20-01 forward to HSC (Human Services Committee) for their review;
  - *seconded by Nyika Strickland; motion approved.*

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

April 29, 2020

**DI # 20-03**

**Initiated:** February 07, 202

**Completed:** March 02, 2020

**Allegation**

On January 22, 2020, the Office of Professional Standards received an email from a Patrol Sergeant stating the Complainant wanted to file a complaint. The Complainant alleged that the Accused Officer harassed him and damaged the door to his condo. The Complainant alleged that the Accused Officer was trying to break into his condo by crossing the threshold without a warrant. The Complainant further alleged that the Accused Officer did not take time to get his version of what happened during the incident.

If the allegations are true, the Accused Officer may have violated the following:

- Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.
- Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.
- Rule 18** Disrespectful behavior, willful maltreatment, or abusive language towards any person, whether a citizen or a member of the Department.
- Rule 20** Failure to provide prompt, correct, or courteous service.

**The Incident, per OPS Sergeant  
(Body Worn Camera)**

On January 22, 2020, approximately 1629hrs, the Accused Officer and Officer Two responded to the 1200 block of Hull Terrace regarding a noise complaint between two residents. Officer Two approached and knocked on the Complainant's door several times in an attempt to get the Complainant's attention, but there was no answer. It was noted that noise was emanating from the Complainant's apartment. After several attempts at knocking on the door with no results, the Accused Officer banged on the Complainant's door several times for approximately 7 seconds.

The Complainant opened the door and yelled, "What the hell's going on?" The Accused Officer asked the Complainant, "How are you doing?" The Complainant pointed then yelled at the Accused Officer stating, "Stop trying to break into my home!" The Accused Officer denied the Complainant's allegation and requested to speak with him regarding the noise complaint. The Complainant then attempted to close his door. The Accused Officer blocked the door preventing Complainant from closing it. The Complainant then backed away from the door and ordered the Accused Officer to get back. The Accused Officer again advised that he needed to speak with the Complainant regarding the noise complaint. The Complainant refused then stated that he

was previously threatened by a plainclothes officer that tried to kick his door. The Accused Officer tried to calm the Complainant down and informed that he was in full uniform and was not trying to break in the Complainant's condo. The Accused Officer advised the Complainant that his television was "obnoxiously loud." The Complainant explained the ongoing issues with his surrounding neighbors, stating that he is getting noise complaints "every fucking night" because other people were "playing their goddamn music" and banging on the ceiling for the past two months. The Accused Officer further explained to the Complainant that this was a warning. The Accused Officer explained that if any additional complaints were filed, the Complainant would receive a citation; however, the Accused Officer did not want to have to write the Complainant a ticket.

As the officers were leaving the scene, and the Complainant then said, "You do not have the right to break into my home." The Complainant then slammed the door shut. The officers left the scene without incident. The Complainant was not issued a citation.

#### **Actions, per OPS Sergeant**

On January 24, 2020, The OPS Sergeant spoke with the Complainant to discuss the details of the aforementioned incident and ongoing issues with his neighbors regarding noise complaints. The OPS Sergeant referred the Complainant to the Evanston Police Department's Problem Solving Team to attempt mediation for issues between the Complainant and his neighbors.

While speaking with the Complainant, the OPS Sergeant inquired about the alleged damage to his door. The Complainant stated that there wasn't any damage to the outside of the door, but the lock was loose. The Complainant then stated that in the fall of 2019, someone kicked his door and damaged the frame. The OPS Sergeant also advised that an Evidence Technician would respond to the Complainant's address to photograph the alleged damage to the apartment door.

The Complainant stated that he did not want to respond to the Evanston Police Station to file a formal complaint but would be satisfied with this incident investigated as a Departmental Inquiry.

#### **Actions, Patrol Sergeant**

The Patrol Sergeant advised the Accused Officer of this complaint and directed him to submit a memorandum delineating his recollection of this incident. The Accused Officer complied.

**Accused Officer's memorandum:** The Accused Officer's statement is consistent with the OPS Sergeant's account of this incident. In addition, the Accused Officer stated that he and his partner tried to establish contact with the Complainant. A neighbor advised the officers of previous noise complaints made, to which the Complainant refused to answer the door when police responded to the location.

After several unsuccessful attempts of knocking on the Complainant's door, the Accused Officer stated that he heard someone inside the unit.

The Accused Officer stated that due to the noise coming from the Complainant's condo, a simple knock on the door was not effective, and he proceeded to use a different method that has worked in the past. The Accused Officer stated that when the Complainant opened the door, he appeared to be unstable and making irrational statements. The Accused Officer stated that when

the Complainant tried to close the door, he positioned himself in the doorway to be able to keep the Complainant in plain sight for the safety of him and his partner. The Accused Officer stated that at no time did he cross the threshold of the doorway or enter into the Complainant's condo (dated 02/11/2020).

#### **Findings / Recommendation, Patrol Sergeant**

After reviewing all reports, memoranda, and videos associated with this complaint, the Patrol Sergeant stated that the allegation of the Accused Officer entering into the Complainant's apartment should be classified as **UNFOUNDED**. The Patrol Sergeant recommended the Accused Officer be **EXONERATED** in regards to the allegation preventing the Complainant from closing the door. Separate from the alleged rule violations, the Patrol Sergeant stated that he advised the Accused Officer of possible options that could have been used to resolve this incident (dated 02/11/2020).

#### **Findings / Recommendation, Patrol Commander**

After reviewing all reports, memoranda, and videos associated with this to this Departmental Inquiry, the Patrol Commander **CONCURRED** with the Patrol Sergeant's findings of **UNFOUNDED**, in regards to the damaging the door. The Patrol Commander stated that the photographs do not reveal any damage that was not consistent with normal wear and tear. The Complainant pointed out some damage he believed was caused by the Accused Officer but then stated it could have been from a previous incident.

The Patrol Commander further **CONCURRED** with the Patrol Sergeant's findings of **EXONERATED** in regards to the allegation of the Accused Officer preventing the Complainant from closing his door. The Patrol Sergeant stated it was acceptable to stop the Complainant from closing the door, especially when the Accused Officer did not enter the apartment and issued the verbal warning from the doorway.

The Patrol Commander further stated that he recognized that the Patrol Sergeant took the opportunity to review teaching points with the Accused Officer even in the absence of policy violations (dated 01/29/2020).

#### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and videos associated with this Departmental Inquiry, the Deputy Chief **CONCURRED** with the findings of the Patrol Commander and the Patrol Sergeant of **UNFOUNDED** and **EXONERATED**. The Deputy Chief stated that the Accused Officer's actions were lawful and proper. The Deputy Chief recommends that the Accused **NO FURTHER ACTION** should commence in this matter (dated 03/02/2020).

#### **Findings / Recommendation, Chief of Police**

Upon review of all memoranda, reports, and videos associated with this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings that the Accused Officer **DID NOT VIOLATE RULES 1, 2, 18, & 20**. The Chief of Police recommended **NO FURTHER ACTION** (dated 10/28/2020).

**CPRC Meeting Minutes**  
**Review of Departmental Inquiry 20-03**

1. Motion made by Shahna Richman to discuss Department Inquiry 20-03
  - seconded by Nyika Strickland; *motion approved.*
2. Sgt. Aaron Wernick gave a summary of the Department Inquiry 20-03.
3. The discussion was held until members of the committee could enter into executive session to review police footage.
4. At the conclusion of executive session, Nyika Strickland motioned to move Inquiry 20-03 forward to HSC (Human Services Committee) for review;
  - seconded by Shahna Richman; *motion approved.*

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

April 10, 2020

**DI # 20-06**

**Initiated:** February 15, 2020

**Completed:** March 02, 2020

**Allegation**

On February 16, 2020, at approximately 1100hrs, the Patrol Sergeant's Desk received a call from the Complainant. The Complainant alleged the Accused Officer falsely issued him a parking citation for parking in a handicapped parking space because the Accused Officer was racially biased. The Complainant also alleged that the Accused Officer took an excessive amount of time to write parking citation, approximately 10 mins.

**Actions, per Patrol Sergeant**

On February 16, 2020, The Evanston Police Department's Service Desk received a parking complaint of a car parked illegally in a handicapped parking space near the 1700 block of Sherman Avenue. The Accused Officer responded to the location. Upon arrival, he observed a vehicle parked in a handicapped parking space with no handicapped placard displayed. The Accused Officer issued a handicapped parking citation. The Complainant arrived at the scene and protested the parking citation. The Complainant claimed that he was legally parked and that the Accused Officer wrote the parking citation out of prejudice because his car has out of state tags. The Accused Officer gave the Complainant the parking citations and advised the Complainant to move his vehicle, or it would be towed. The Complainant left temporarily to retrieve the keys to his vehicle. The Accused Officer and the Complainant's interaction was approximately 2 minutes 10 seconds and recorded on The Accused Officer's body-worn camera.

The Complainant called the Evanston Police Department and made a complaint. The Patrol Sergeant responded to the 1700 block of Sherman Avenue. The Patrol Sergeant asked the Complainant to identify the space where he was parked. The Complainant pointed directly to a handicapped parking space. The Complainant declared that the horizontal lines on the ground were the handicapped parking space. The Complainant further stated that he was not parked there; he was parked next to those lines.

The Complainant stated that he believed the Accused Officer ran his name and then decided to issue a parking citation why does this matter? The Patrol Sergeant advised the Complainant that the parking space he identified had all the markings of a legal handicapped parking space. The Patrol Sergeant further advised the Complainant and pointed out the street markings of a person in a wheelchair and the universal signage on the right-hand side just beyond the curb. The Complainant stated that the street marking was not legible and that he could use that as a defense.

The Patrol Sergeant stopped a Northwestern University Officer and asked him to identify the parking space the Complainant was parked. The NWU Officer responded that it was a handicap Only Space with the markings on the ground and the signage.

### **Findings / Recommendation, Patrol Sergeant**

After review of this complaint, the Patrol Sergeant stated that the statements provided by the Complainant did not substantiate his allegations. The Complainant did not have any placards on his vehicle, nor did his registration indicate a handicapped status. Furthermore, the Complainant did not claim a handicapped status.

The Patrol Sergeant found that the Accused Officer should be **EXONERATED** of all accusations in this complaint and recommends **NO FURTHER ACTION** is needed. The Patrol Sergeant stated that all actions by the Accused Officer regarding this incident appeared to be prudent and necessary (dated 02/16/2020).

### **Findings / Recommendation, Patrol Commander**

After reviewing all reports, memoranda, and videos related to this Departmental Inquiry, the Patrol Commander **CONCURRED** with Patrol Sergeant. The Patrol Commander stated that the Accused Officer acted within policy by issuing the Complainant a handicapped parking citation. The Accused Officer's body-worn camera clearly showed the vehicle illegally parked in the handicapped parking space and it did not take the Accused Officer an excessive amount of time to issue the parking citation. The Patrol Commander recommended the Accused Officer be **EXONERATED**, stating the incident that occurred was lawful and proper. The Patrol Commander recommended this investigation be categorized as a Departmental Inquiry (dated 03/01/2020).

### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Deputy Chief **CONCURRED** with Patrol Commander and Patrol Sergeant. The Deputy Chief found that the complaint against the Accused Officer should be classified as **EXONERATED** based on the event being lawful and proper **NO FURTHER ACTION** (dated 03/02/2020).

### **Findings / Recommendation, Chief of Police**

Upon review of all memoranda, reports, and videos associated with this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings that the Accused Officer be **EXONERATED** with **NO FURTHER ACTION** (dated 10/28/2020).

### **CPRC Meeting Minutes Review of Department Inquiry 20-06**

1. Motion made by Shahna Richman to discuss Department Inquiry 20-06 ;
  - seconded by Nyika Strickland; *motion approved.*
2. Sgt. Aaron Wernick gave a summary of the Department Inquiry 20-06.
3. Motion made by Nyika Strickland to move Inquiry 20-06 forward to HSC (Human Services Committee) for review;
  - seconded by Shahna Richman; *motion approved.*

CPRC December Summaries 2020

CASE REVIEW:

DI #20-04

**Summary of Facts:**

- An elderly patient at a Long-term care facility called 911 in distress stating that he was being mistreated by the staff. After the call was disconnected the 911 Dispatcher called the facility and was told that the patient was receiving a standard medical procedure that was painful. Head nurse stated that the patient was fine. The Dispatcher closed the ticket.
- The elderly patient called 911 the next day and stated that an officer never came to check on him.
- An Officer then responded to the Facility and interviewed with the patient. A report was filed by the officer. The City of Evanston's Ombudsman involved with the incident and completed the investigation.

**Allegations:**

The Evanston Long Term Care Ombudsman and Community Services Manager alleged a Patient residing in a nursing home called 911 to report that a Certified Nursing Assistant (CNA) was hurting him. The Patient also alleged no one from the Evanston Police Department responded to the nursing home to do a well-being check.

**Recommended Adjudications:**

**Accused Detective**

1. **Rule 1 Rule 2:**

- Patrol Sergeant recommendations: **Unfounded**
- Patrol Commander recommendations: **Unfounded**
- Deputy Chief recommendations: **Unfounded**

2. **Lexipol Policy 323: 323.1.1 Report Preparation**

- Patrol Sergeant recommendations: **Unfounded**
- Patrol Commander recommendations: **Not Sustained**
- Deputy Chief recommendations: **Unfounded**

3. **Lexipol Policy 343**

343.5 - Detective Bureau - Criminal incidents at a long-term care facility will be investigated by the Detective Bureau in conjunction with the City of Evanston Health Department.

- Patrol Sergeant recommendations: **Unfounded**
- Patrol Commander recommendations: **Unfounded: Policy Failure**
- Deputy Chief recommendations: **Unfounded: Policy Failure**

In addition, the Deputy Chief further stated that she notified the Detectives Bureau supervisors to remind their staff about follow-ups at long term care facilities (**Lexipol Policy 343.5**) when reports are being reviewed for assignments.

**Accused Telecommunicator**

1. **Rule 1 & Rule 2:**

- Asst. Comm. Coordinator recommendations: **Unfounded**



- Communications Coordinator recommendations: **Unfounded**
- Deputy Chief recommendations: **Unfounded**

**2. Rule 4:**

- Asst. Comm. Coordinator recommendations: **Not Sustained**
- Communications Coordinator recommendations: **Not Sustained**
- Deputy Chief recommendations: **Not Sustained**

**3. Rule 20:**

- Asst. Comm. Coordinator recommendations: **Sustained - Shift Level Reprimand**
- Communications Coordinator recommendations: **Sustained - Shift Level Reprimand**
- Deputy Chief recommendations: **Sustained - Shift Level Reprimand**

**Citizens Police Review Commission (CPRC)  
Complaint Review**

In the review of DI #20-04, the members of the Commission discussed the investigation and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move this complaint to the Human Services Committee for final review.

**DI #20-05**

**Summary of Facts:**

- Officers were dispatched to the 700 block of Oakton for a domestic call.
- The Complainant stated that her juvenile daughter would not get out of bed and accompany her to work. The Complainant feared that the Juvenile would get in to trouble while she was away.
- The Complaint alleged that the Juvenile hit her in the face. The Officer advised that they did not see any injuries and offer Medical assistance. The Complainant declined.
- The Complainant stated she put make-up on.
- The Accused Officers made attempts to awaken the Juvenile.
- Accused Officer One advised the Complainant that he does not do "Wake-up Calls".

**Allegations:**

The Complainant alleged that the responding officers did not make an arrest when she stated her daughter physically battered her. The Complainant stated that she wanted the Accused Officers written up because of "fake evidence".

**Accused Officer One**

**1. Rule 1, Rule 2 Rule 4, & Rule 20: •**

- Patrol Sergeant recommendations: **Unfounded - No Further Action**
- Patrol Commander recommendations: **Unfounded - No Further Action**
- Deputy Chief recommendations: **Unfounded - No Further Action**

**Accused Officer Two**

**2. Rule 1, Rule 2 Rule 4, Rule 18, & Rule 20: •**

- Patrol Sergeant recommendations: **Unfounded - No Further Action**
- Patrol Commander recommendations: **Unfounded - No Further Action**
- Deputy Chief recommendations: **Unfounded - No Further Action**

**Citizens Police Review Commission (CPRC)  
Complaint Review**

In the review of DI #20-05, the members of the Commission discussed the investigation and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move this complaint to the Human Services Committee for final review.

**DI #20-07**

**Summary of Facts:**

- The Accused Officer responded to a disturbance call, and spoke with all parties involved.
- With the Accused Officer spoke with the Complainant (as a witness to part of the incident). The Accused Officer stated that the Detectives may contact him if necessary.
- The Accused Officer did not include the Complainant's information in his incident report for the Detectives to follow up with.

**Allegations:**

The Complainant discussed how he was displeased with how the Accused Officer handled the complaint call and the manner to which he spoke to him even though the Complainant was a witness and a person that called 9-1-1 regarding the incident.

**Recommended Adjudications:**

**1. Rule 1 Rule 2, Rule 18, Rule 20: •**

- Patrol Sergeant recommendations: **Unfounded**
- Patrol Commander recommendations: **Unfounded**
- Deputy Chief recommendations: **Unfounded**

**2. Lexipol Policy 323: 323.1.1 Report Preparation**

- Patrol Sergeant recommendations: **Sustained with Shift Level Counseling**
- Patrol Commander recommendations: **Sustained with Shift Level Counseling**
- Deputy Chief recommendations: **Sustained with Shift Level Counseling**

**Citizens Police Review Commission (CPRC)  
Complaint Review**

In the review of DI #20-07, the members of the Commission discussed the investigation and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move this complaint to the Human Services Committee for final review.

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**DI #20-08**

**Summary of Facts:**

- Accused Sergeant conducted a traffic stop.
- Traffic Violation: Using cell phone while driving
- The Accused Sergeant issued a citation for the wrong violation ( seatbelt)

**Allegations:**

The Complainant alleged that she was stopped by the Accused Sergeant for using a cell phone while driving, but was given a different violation ticket, which was the failure to wear a seat belt. The Complainant further stated that the Accused Sergeant made a mistake or intentionally stopped her to give her a malicious/false ticket. The Complainant said she was not on the phone and that she was not driving. The Complainant further alleged that the Accused Sergeant exhibited aggressive behavior during the entire traffic stop. The Complainant also advised that she was the victim of the Accused Sergeant's bad day, and as the traffic supervisor, he was abusing his position of authority with his behavior.

**Recommended Adjudications:**

**1. Rule 2, and Rule 20: •**

- Patrol Commander recommendations: **UNFOUNDED with NO FURTHER ACTION**
- Deputy Chief recommendations: **UNFOUNDED with NO FURTHER ACTION**

**Suggested Rule Violation from the Deputy Chief**

**2. Rule 6**

- Deputy Chief recommendations **SUSTAINED with NO FURTHER ACTION**

**Citizens Police Review Commission (CPRC)  
Complaint Review**

In the review of DI #20-08, the members of the Commission discussed the investigation and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move this complaint to the Human Services Committee for final review.

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**DI #20-09**

**Summary of Facts:**

- The Accused Officer initiated a traffic stop
- Traffic Violation : Speeding 39mph in a 25 mph zone, and tinted windows
- The Complainant alleged that the Accused Officer was using he traffic stops as a form of harassment.
- The Complainant also stated that her windows are tinted because it is required for her job as private investigator.

**Allegations:**

The Complainant alleged that she had been harassed by the Accused Officer, who has stopped her vehicle multiple times. The Complainant further stated that the Accused Officer followed her for 2-3 mins or has pulled up beside her in the past. Additionally, the Complainant stated she would no longer be harassed by the Accused Officer regarding her tinted windows. She advised that she is a private investigator and is required to have them.

**Recommended Adjudications:**

1. **Rule 2:** •

- Traffic Sergeant recommendations: **EXONERATED**
- Patrol Commander recommendations: **EXONERATED**
- Deputy Chief recommendations: **EXONERATED with NO FURTHER ACTION**

**Citizens Police Review Commission (CPRC)  
Complaint Review**

In the review of DI #20-09, the members of the Commission discussed the investigation and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move this complaint to the Human Services Committee for final review.

## EVANSTON POLICE DEPARTMENT RULES

CPRC Review Report

December 07, 2020

- Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.
- Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.
- Rule 4** Failure to perform a duty
- Rule 6** Incompetency or inefficiency in the performance of a duty or task.
- Rule 18** Disrespectful behavior, willful maltreatment or abusive language towards any person, whether a citizen or a member of the Department.
- Rule 20** Failure to provide prompt, correct, or courteous service.

### **Lexipol Policy 323**

#### **323.1.1 Report Preparation**

All reports shall accurately reflect the identity of the persons involved, all pertinent information seen, heard, or assimilated by any other sense, and any actions taken. Employees shall not suppress, conceal or distort the facts of any reported incident, nor shall any employee makes a false report orally or in writing.

### **Lexipol Policy 343**

343.5 - Detective Bureau - Criminal incidents at a long-term care facility will be investigated by the Detective Bureau in conjunction with the City of Evanston Health Department.

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

September 14, 2020

**DI # 20-04**

**Initiated:** February 13, 2020

**Completed:** November 20, 2020

**Allegation**

On February 13, 2020, the Office of Professional Standards received a forwarded email from the Deputy Chief. The original email was penned by the former Evanston Long Term Care Ombudsman and Community Services Manager, who alleged a Patient residing in a nursing home called 911 to report that a Certified Nursing Assistant (CNA) was hurting him. The Patient also alleged no one from the Evanston Police Department responded to the nursing home to do a well-being check on him.

If the allegations are found to be true, then the Accused Officer may have violated the following rules:

**Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.

**Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**Lexipol Policy 323**

323.1.1 - Report Preparation - All reports shall accurately reflect the identity of the persons involved, all pertinent information seen, heard, or assimilated by any other sense, and any actions taken. Employees shall not suppress, conceal or distort the facts of any reported incident, nor shall any employee make a false report orally or in writing.

**Lexipol Policy 343**

343.5 - Detective Bureau - Criminal incidents at a long-term care facility will be investigated by the Detective Bureau in conjunction with the City of Evanston Health Department.

If the allegations are found to be true, then the Accused TCO (Telecommunications Operator) may have violated the following rules:

**Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.

**Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon

any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**Rule 4** Failure to perform a duty

**Rule 20** Failure to provide prompt, correct, or courteous service.

#### **The Incident / Actions, per OPS Acting Commander**

Assigned to investigate this Departmental Inquiry, the OPS Acting Commander reviewed all 911 calls, body-worn camera video, and reports pertaining to the aforementioned complaint.

On January 09, 2020, an elderly Patient, aka the Complainant, called Evanston's Emergency Center (911) from a long term care facility. He reported that his CNA was mistreating him. As the Accused TCO was interviewing the Complainant, the call was disconnected on two separate occasions. During those calls, it was noted that the Complainant was crying and swearing at the facility's staff.

After the last call was disconnected, the Accused TCO called the facility to speak with the head nurse on the Complainant's floor. The Accused TCO asked the nurse if she could check on the Complainant. The nurse explained that she checked on him then informed that the Complainant was fine. She explained that the Complainant was in pain due to a medical treatment he was receiving. The Accused TCO ended the call and the call was not dispatched.

On January 10, 2020, the Complainant made a follow-up call to 911 and stated that he called on January 9, 2020, to report senior abuse and a police officer never checked on him. The Complainant asked to speak with a supervisor and was then referred to a Patrol Sergeant. The Patrol Sergeant then requested for called Dispatch to generate a ticket so that an officer can respond to the Complainant's location. Dispatch complied and the Accused Officer responded to the facility to investigate a battery.

The Accused Officer met with the Complainant wearing a body-worn camera and advised he would be recording their meeting. The Complainant discussed the calls he made to 911 and that an officer never came to see him. The Complainant further explained that he had bedsores on his buttock that was being treated by the staff. He told the CNA to stop and then threatened to call the police if the CNA hurt him again. The Complainant said the CNA stated to, "Call the police," which he subsequently did. The Complainant explained to the Accused Officer that the CNA treated his wound differently than how requested, which caused intense pain. The Accused Officer asked the Complainant if what the CNA was doing was medically necessary. The Complainant responded, "not the way the CNA did it." The Accused Officer told the Complainant that he would complete a report and a detective would follow-up with him.

The Accused Officer then spoke with the facility administrator, who stated that the CNA in question had been removed from the floor where the Complainant resided. The Administrator further stated that the City of Evanston Ombudsman was involved with this incident and the facility would complete an investigation on this matter.

**Actions / Findings, Patrol Sergeant  
(Accused Officer)**

The Patrol Sergeant advised the Accused Officer of the complaint. He directed him to submit a memorandum delineating his recollections for this incident. The Accused Officer complied.

**Accused Officer's memorandum:** The Accused Officer's statement was parallel to the aforementioned incident. In addition, the Accused Officer stated to his knowledge; his report was approved and forwarded to the appropriate division for further investigation (dated 05/03/2020).

**Findings / Recommendation, Patrol Sergeant  
(Accused Officer)**

The report generated by the Accused Officer details his conversation with the Complainant. His report was submitted, approved, and administratively closed on January 14, 2020. The Patrol Sergeant believed the Accused Officer accurately addressed the Complainant's complaints and his report does not reflect bias after speaking the facilities administration. The report did not specify that it would be referred to the Detectives Bureau for investigation.

After reviewing all reports, memoranda, 911 calls, and video associated with this Departmental Inquiry, the Patrol Sergeant recommended the Accused Officer **Did Not Violate Rules 1, 2, Lexipol Policy 323, & Lexipol Policy 343.5 and should be classified As UNFOUNDED** (dated 05/06/2020).

**Findings / Recommendation, Patrol Commander  
(Accused Officer)**

After reviewing all reports, memoranda, 911 calls, and video associated with this to this Departmental Inquiry, the Patrol Commander **CONCURRED** with the Patrol Sergeant and his Recommendation that the Accused Officer **Did Not Violate Rules 1, 2, (UNFOUNDED) & Lexipol Policy 323 (NOT SUSTAINED)**.

The Patrol Commander stated that the Lexipol Policy 343 allegation was a **POLICY FAILURE**. Due to the Accused Officer not requesting follow-up in his report, the Complainant did not receive a prompt investigation in his claims against the facility. The Patrol Commander recommends that officers that take reports from long term facilities to be required to include a line requesting a follow-up from the Detective Bureau (dated 05/15/2020).

**Recommendation, Deputy Chief  
(Accused Officer)**

After reviewing all reports, memoranda, 911 calls, and video associated with this to this Departmental Inquiry, the Deputy Chief **CONCURRED** with the Patrol Commander's findings of **UNFOUNDED with No Further Action**. In addition, the Deputy Chief further stated that she notified the Detectives Bureau supervisors to remind their staff about follow-ups at long term care facilities (Lexipol Policy 343.5) when reports are being reviewed for assignments (dated 07/10/2020).



**Recommendation, Chief of Police  
(Accused Officer)**

After reviewing all reports, memoranda, 911 calls, and video associated with this to this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings of **UNFOUNDED with No Further Action** (dated 11/20/2020).

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**Actions / Findings, Assistant Communications Coordinator  
(Accused Telecommunicator, TCO)**

The Assistant Communications Coordinator advised the Accused Telecommunicator of the complaint. He directed him to submit a memorandum delineating his recollection for this incident. The Accused Telecommunicator complied.

**Accused Telecommunicator's memorandum** (dated 04/21/2020) the Accused TCO's statement was parallel to the aforementioned incident. In addition, the Accused TCO stated when speaking with the Complainant, he sounded disorientated and figured the fastest way for the Complainant to receive immediate care would be to contact the facility. The Accused TCO stated that he believed the staff at the facility handled the matter. He further noted that it was never his intention to deny the caller police assistance. His goal was to provide him with care as quickly as possible.

**Findings, Assistant Communications Coordinator  
(Accused Telecommunicator)**

After reviewing all reports, memoranda, and 911 calls, and associated with this to this Departmental Inquiry, the Assistant Communication Coordinator recommended the following allegations against the Accused Telecommunicator be **CLASSIFIED UNFOUNDED; he DID NOT VIOLATE RULES 1 & 2.**

The Assistant Communication Coordinator recommended that **RULE 4** be **CLASSIFIED** as **NOT SUSTAINED**. He further stated that, in contacting the facility's nurse, the Telecommunicator fulfilled his duty to investigate the 911 call and determine the necessary response.

The Assistant Communication Coordinator recommended that **RULE 20** be **CLASSIFIED** as **SUSTAINED**. He further stated that, in neglecting to follow-up on the initial call to the nurse with an officer to verify, he did not correctly meet the caller's request for a police response. The Assistant Communication Coordinator recommended a **REPRIMAND** of **SHIFT LEVEL COUNSELING** (dated 08/18/2020).

**Recommendation, Communications Coordinator  
(Accused Telecommunicator)**

After reviewing all reports, memoranda, and 911 calls, and associated with this to this Departmental Inquiry, the Communications Coordinator **CONCURRED** with the Assistant Communication Coordinator's findings of **UNFOUNDED for RULES 1 & 2**. The Communications Coordinator also **CONCURRED** with the Assistant Communication Coordinator's Recommendation of **NOT SUSTAINED** for **RULE 4** & **SUSTAINED** for **RULE 20** (dated 08/18/2020).

**Recommendation, Deputy Chief  
(Accused Telecommunicator)**

After reviewing all reports, memoranda, and 911 calls and associated with this to this Departmental Inquiry, the Deputy Chief **CONCURRED** with the Communication Coordinator's UNFOUNDED findings **for RULES 1 & 2**. The Deputy Chief also **CONCURRED** with the Communication Coordinator's Recommendation of **NOT SUSTAINED** for **RULE 4 & SUSTAINED** for **RULE 20** (dated 09/02/2020).

**Recommendation, Chief of Police  
(Accused Telecommunicator)**

After reviewing all reports, memoranda, and 911 calls and associated with this to this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief and found the Accused Telecommunicator **DID NOT VIOLATED RULES 1 & 2** and classified them as **UNFOUNDED**. The Chief of Police **CONCURRED** with the Deputy Chief's recommendation of **NOT SUSTAINED** for **RULE 4 & SUSTAINED** for **RULE 20** (dated 11/20/2020).

**Findings / Recommendation, CPRC**

In the review of DI #20-04 the members of the Commission discussed the investigation, and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move the complaint to the Human Services Committee for final review.

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

May 22, 2020

**DI # 20-05**

**Initiated:** March 19, 2020

**Completed:** November 04, 2020

**Allegation**

On February 16, 2020, at approximately 1100hrs, the OPS Sergeant received an email from the Complainant. The Complainant alleged that the responding officers did not make an arrest when she stated her daughter physically battered her. The Complainant stated that she wanted the Accused Officers written up because of "fake evidence."

If the allegations are true, Accused Officer One may have violated the following:

- Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.
- Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.
- Rule 4** Failure to perform a duty.
- Rule 20** Failure to provide prompt, correct, or courteous service.

If the allegations are true, Accused Officer Two may have violated the following:

- Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.
- Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.
- Rule 4** Failure to perform a duty
- Rule 18** Disrespectful behavior, willful maltreatment or abusive language towards any person, whether a citizen or a member of the Department.
- Rule 20** Failure to provide prompt, correct, or courteous service.

### **Incident, per OPS Acting Commander**

On January 23, 2020, at approximately 0531 hours, the Accused Officers responded to a domestic disturbance on the 700 block of Oakton Street. The Complainant stated that her daughter, a juvenile, came home under the influence after she was reported missing. The Complainant further stated that the juvenile refused to get out of bed and accompany her to work. The Complainant did not want to leave the Juvenile unattended/unsupervised. Both Officers made several attempts to get the Juvenile out of bed to go with her mother.

Accused Officer One stated that he would document the incident. The Complainant then reported to Accused Officer One that the juvenile hit her in the face as she tried to get her out of bed, which caused injuries. Accused Officer One searched the Complainant's face for the alleged injuries. Accused Officer One reported that he did not see any injuries. The Complainant stated that she applied make-up on her face after the altercation because she had to go to work. The Complainant was asked if she needed medical assistance, to which she replied no. The Accused Officers asked the Juvenile if she hit her mother. The juvenile stated that she did not hit the Complainant, but did push her.

Accused Officer One advised the Complainant that he cannot drag anyone out of the house and he does not do wake-up calls. The Accused Officers left the scene without incident. It was noted that the Complainant thanked the officers upon their departure.

### **Actions, per OPS Sergeant**

On January 27, 2020, The OPS Sergeant received a voicemail from the Complainant.

On February 03, 2020, The OPS Sergeant spoke with the Complainant regarding the domestic battery incident involving her juvenile daughter. The Complainant confirmed she wanted to file a formal complaint against the Accused Officers.

On March 06, 2020, the OPS Sergeant received a Complaint Register Form from the Complainant.

### **Actions, Patrol Sergeant**

The Patrol Sergeant advised the Accused Officers of this complaint and directed them to submit a memorandum delineating his recollection of this incident. The Accused Officers complied.

**Accused Officer One's memorandum:** (dated 04/15/2020). Accused Officer One's statement is consistent with the OPS Sergeant's account of this incident. In addition, Accused Officer One stated he warranted his decision not to arrest/commit the juvenile because of several factors. The Complainant seemed very agitated throughout their encounter; meanwhile, the juvenile was very calm and did not attack the Complainant in his presence. Accused Officer One noted he believed that the juvenile was in no danger to herself or others. Accused Officer One further stated that the Complainant did not request that the juvenile be arrested while he was on the scene.

**Accused Officer Two's memorandum:** (dated 04/14/2020). Accused Officer Two's statement is consistent with the OPS Sergeant and Accused Officer One's accounts of this incident. In addition, Accused Officer Two stated when the Complainant said she had a scratch under her

eye due to the juvenile hitting her. Accused Officer Two observed the Complainant began to scratch under her left eye.

#### **Findings / Recommendation, Patrol Sergeant**

After review of this complaint, the Patrol Sergeant stated that the statements provided by the Complainant did not substantiate her allegations. The Accused Officers conducted an adequate investigation and made a reasonable/justified decision not to arrest the juvenile at the time on scene. The Patrol Sergeant also stated that he found the Accused Officers were respectful of both parties throughout the investigation. Therefore, he did not find the Accused Officers violated any departmental policies or rules alleged.

Patrol Sergeant recommended the allegations be **UNFOUNDED** with **NO FURTHER ACTON** (dated 4/22/2020).

#### **Findings / Recommendation, Patrol Commander**

After reviewing all reports, memoranda, and videos related to this Departmental Inquiry, the Patrol Commander stated the Complainant's sole complaint against the Accused Officers is that they failed to arrest the juvenile. After reviewing the body-worn cameras and the memoranda written by the Accused Officers it is clear that the Officers did not mistreat the Complainant. It seemed as though the Complainant did not agree with the Officers professional opinion.

The Patrol Commander stated she deemed the decision not to make an arrest at the time to be reasonable and not warranted. The Complainant did not request the juvenile to be arrested on the night in question. It is also clear that Accused Officer One visually inspected the Complainant's mouth and face for injuries (no injuries were observed at the time), medical treatment was offered and refused, and there were no independent witnesses to confirm one way or the other. The Patrol Commander further stated that the only circumstance that would have warranted a lawful arrest would have been visible signs of injury in this particular situation. Additionally, body-worn camera footage revealed that the Complainant was scratching at her face while talking to the Officers. The photographs that were taken by the evidence technician revealed the injuries.

The Patrol Commander **CONCURRED** with the Patrol Sergeant's recommendation stated that the Accused Officer's conducted an impartial and adequate investigation. The Patrol Commander recommended the all allegations against the Accused Officers be **UNFOUNDED** with **NO FURTHER ACTON** (dated 4/24/2020)

#### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Deputy Chief **CONCURRED** with Patrol Commander and Patrol Sergeant. The Deputy Chief found that this complaint against the Accused Officers should be CLASSIFIED as **UNFOUNDED** based on the event being lawful and proper **NO FURTHER ACTION** (dated 04/29/2020).

### **Findings / Recommendation, Chief of Police**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Chief of Police **CONCURRED** with Deputy Chief and found that this complaint against the Accused Officers should be CLASSIFIED as **UNFOUNDED** based on the event being lawful and proper **NO FURTHER ACTION** (dated 11/04/2020).

### **Findings / Recommendation, CPRC**

In the review of DI #20-05 the members of the Commission discussed the investigation, and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move the complaint to the Human Services Committee for final review.

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

October 2, 2020

**DI # 20-07**

**Initiated:** April 15, 2020

**Completed:** November 24, 2020

**Allegation**

On March 17, 2020, a meeting occurred with the Complainant, an alderman, and the Chief of Police in attendance. The Complainant discussed how he was displeased with how the Accused Officer handled the complaint call and the manner to which he spoke to him even though the Complainant was a witness and a person that called 9-1-1 regarding the incident. The Complainant did not wish for a formal investigation but did request the matter to be investigated.

If the allegations are true, the Accused Officer may have violated the following:

**Rule 1** Violation of any federal, state, or local law or ordinance, or of any rule, regulation, standard operating procedure, policy, directive, training, or order of the Department, either written or oral. In the event of improper action, breach of discipline, or violation of law, it will be presumed that the employee was familiar with the law, rule, regulations, policy, training, or order in question.

**Rule 2** Any action or conduct, on or off duty, which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**Rule 18** Disrespectful behavior, willful maltreatment, or abusive language towards any person, whether a citizen or a member of the Department.

**Rule 20** Failure to provide prompt, correct, or courteous service.

**Lexipol Policy 323**

**323.1.1 Report Preparation**

All reports shall accurately reflect the identity of the persons involved, all pertinent information seen, heard, or assimilated by any other sense, and any actions taken. Employees shall not suppress, conceal or distort the facts of any reported incident, nor shall any employee makes a false report orally or in writing.

**The Incident, per OPS Sergeant  
(Body Worn Camera)**

On March 17, 2020, the Complainant called Evanston's 911 Center because his neighbor, who he knew to be mentally unstable, was arguing with three teenagers on the 100 block of Clyde. The Accused Officer responded to the scene and made contact with the neighbor as he exited his squad car and then spoke to the teens. One of the teens was heard stating that the neighbor had touched his girlfriend while she was in the store. The Accused Officer told the teens to stand to the side until another unit arrives. The Accused Officer then interviewed the neighbor, including questions regarding his mental capacity. The Accused Officer then walked up to the Complainant, who was standing outside with his arms crossed. The Complainant told the Accused Officer he was the one who called 9-1-1, and he wanted to speak with him when he

gets a moment. The Accused Officer said okay and then asked the Complainant if he had a weapon on him. The Complainant opened his arms, raised his hands, then stated he did not have any weapons. The Accused Officer asked the Complainant if he had a gun or anything on him. The Complainant said he did not and that his hands were just cold. The Complainant invited the Accused Officer to pat him down if he wanted to. The Accused Officer then told the Complainant, "there are police officers who live down here or something and I just don't know who is what and what's going on." The Accused Officer did not pat down the Complainant.

The Accused Officer interviewed the Complainant regarding what he witnessed and was told the Complainant's neighbor was attempting to disengage the situation, but the teens were throwing advertisements at him. Due to the fact the Complainant was aware of his neighbor's mental capacity, he called 9-1-1. The Accused Officer obtained the Complainant's information and advised him there was more to the incident than he had witnessed. The Complainant stated that he did not see everything that had occurred, but given his neighbor's mental capacity, he wanted to report what he had personally witnessed. The Accused Officer then advised that the incident would be documented and Detectives would follow-up with him.

#### **Actions, OPS Sergeant**

The Sergeant of the Office of Professional Standards advised the Accused Officer of this complaint and directed him to submit a memorandum delineating his recollection of this incident. The Accused Officer complied.

**Accused Officer's Memorandum:** (dated 07/13/2020). The Accused Officer stated that when he met with the Complainant, he was professional and ample for the Complainant to convey all the information he wanted. The Accused Officer further reported that the Complainant simply provided the same information in the dispatch CADS ticket and along with a substantial amount of his past personal experience with the neighbor, which was not germane to the investigation and provided no additional assistance for the report or outcome of the matter.

#### **Findings / Recommendation, Patrol Sergeant**

After reviewing all reports, memoranda, and video related to this Departmental Inquiry, the Patrol Sergeant recommended **Rule 2, Rule 18, and Rule 20** as **UNFOUNDED** for the Accused Officer. Stating that the Accused Officer's conduct with the Complainant was professional and courteous, he did not belittle the Complainant's concerns, nor did he display any disrespectful behavior, willful maltreatment, or use any abusive language toward the Complainant.

The Accused Officer inquired if the Complainant was armed due to there being a 9-1-1 call stating someone involved in the incident may have possessed a firearm. Although this information was unsubstantiated, the Accused Officer demonstrated good officer safety skills by asking the Complainant if he was armed. In doing so, the Accused Officer was not callous, abrasive, nor dismissive during his interview. The Patrol Sergeant further stated that the Accused Officer gave the Complainant ample time to report what he observed.

The Patrol Sergeant stated that the Accused Officer **DID VIOLATE Rule 1 & Evanston Police Policy 323.1.1** and recommended **SHIFT LEVEL COUNSELING**. The Patrol Sergeant stated that the Accused Officer had a duty to complete an incident report which accurately reflected the identity of persons involved, all pertinent information seen, heard, or assimilated by any other sense, and any actions taken. The Accused Officer advised the Complainant that the



Detective Bureau may give him a call if they deemed it necessary. Although the Accused Officer did obtain the Complainant's information, it was not included in his Incident Report. The report made no mention of the Complainant's statements does not identify him as an involved person/caller, nor does it contain his personal information for a potential follow up with the Detectives (dated 07/13/2020).

#### **Findings / Recommendation, Patrol Commander**

After reviewing all reports, memoranda, and video related to this Departmental Inquiry, the Patrol Commander **CONCURRED** with Patrol Sergeant. The Patrol Commander found that the Accused Officer **DID NOT VIOLATE RULES 2, 18, & 20** and **DID VIOLATE RULE 1** due to the Accused Officer's **FAILURE TO ADHERE TO LEXIPOL POLICY 323.1.1**. The Patrol Commander also **CONCURRED** with the Patrol Sergeant's recommendation of **SHIFT LEVEL COUNSELING** (dated 08/06/2020).

#### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Deputy Chief stated that the Accused Officer **DID NOT VIOLATE RULES 2, 18, & 20** and classified them as **UNFOUNDED**. Regarding the remaining rules, the Deputy Chief stated that the Accused Officer's **FAILURE TO ADHERE TO LEXIPOL POLICY 323** is a **VIOLATION OF RULE 1**. The Deputy Chief further stated that the Body-Worn Camera revealed that the Accused Officer was professional and the Complainant never indicated dissatisfaction with the Officer. However, the Accused Officer informed the Complainant that if the detectives need to speak with him, they will contact him, but the Complainant's information was not included in the report. For this infraction, the Deputy Chief recommended **SHIFT LEVEL COUNSELING** (dated 08/10/2020).

#### **Findings / Recommendation, Chief of Police**

After reviewing all reports, memoranda, and video associated with this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief and found that the Accused Officer **DID NOT VIOLATE RULES 2, 18, & 20** and classified them as **UNFOUNDED**.

The Chief of Police also **CONCURRED** with the Deputy Chief and stated that the Accused Officer's **FAILURE TO ADHERE TO LEXIPOL POLICY 323** is a **VIOLATION OF RULE 1**, and recommended **SHIFT LEVEL COUNSELING** (dated 11/24/2020).

#### **Findings / Recommendation, CPRC**

In the review of DI #20-07 the members of the Commission discussed the investigation, and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move the complaint to the Human Services Committee for final review.

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

October 2, 2020

**DI # 20-08**

**Initiated:** July 15, 2020

**Completed:** November 24, 2020

**Allegation**

On July 15, 2020, the Office of Professional Standards received a complaint form from the Complainant. The Complainant alleged that she was stopped by the Accused Sergeant for using a cell phone while driving, but was given a different violation ticket, which was the failure to wear a seat belt. The Complainant further stated that the Accused Sergeant made a mistake or intentionally stopped her to give her a malicious/false ticket. The Complainant said she was not on the phone and that she was not driving. The Complainant further alleged that the Accused Sergeant exhibited aggressive behavior during the entire traffic stop. The Complainant also advised that she was the victim of the Accused Sergeant's bad day, and as the traffic supervisor, he was abusing his position of authority with his behavior.

If the allegations are true, the Accused Sergeant may have violated the following:

**Rule 2** Any action or conduct, on or off duty which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**Rule 20** Failure to provide prompt, correct, or courteous service.

**The Incident, per Body Worn Camera**

On July 14, 2020, the Accused Sergeant initiated a traffic stop, going Northbound on Asbury Avenue, near Oakton Street. He pulled along the passenger side of the Complainant's stopped vehicle and observed the Complainant looking down at a cell phone that she was holding in her right hand. The Accused Sergeant said, "Hi, you shouldn't be on the phone," the Complainant waved hello. It should be noted that the Complainant was seen wearing a seatbelt. The Accused Sergeant asked the Complainant to pull her car over when the light changed. The Complainant complied.

The Accused Sergeant walked up to the driver's side of the vehicle, introduced himself again, and then asked the Complainant for identification. The Complainant asked the Accused Sergeant why she was being pulled over. The Accused Sergeant explained, "You are being stopped for using a cell phone. You cannot hold or possess it while you're in the vehicle according to state law." The Accused Sergeant issued the Complainant a citation for a seatbelt violation. Both parties left the scene without incident.

**Actions, OPS Sergeant**

The Sergeant of the Office of Professional Standards advised the Accused Sergeant of this complaint and directed him to submit a memorandum delineating his recollection of this incident. The Accused Sergeant complied.

**Accused Sergeant's Memorandum:** (dated 07/20/2020) The Accused Sergeant statements are congruent with the incident, as mentioned above. In addition, the Accused Sergeant stated

that he was not aware of the citation error until OPS notified him days later. He further admitted that the citation he issued for failure to wear a seatbelt was a clerical error that intentional.

#### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and video related to this Departmental Inquiry, the Deputy Chief recommended **Rule 2 and 20** as **UNFOUNDED** for the Accused Sergeant stating that the Accused Sergeant's conduct with the Complainant was professional, courteous, and polite during the traffic stop. The Deputy Chief further stated that the Accused Sergeant did not tender the appropriate traffic citation to the Complainant. The Complainant should have been cited for using a cellphone while driving. Instead, she was cited for a seatbelt violation, which was an error. Based on the Accused Sergeant's clerical error, it is the Deputy Chief's opinion that the more applicable rule violation is:

#### **Rule 6            Incompetency or inefficiency in the performance of a duty or task.**

The Deputy Chief concludes that it was without dispute that the Accused Sergeant's clerical error was an honest mistake. The Accused Sergeant even made an internal note on his computer, reflecting a cell phone violation. Based on these circumstances, the Deputy Chief recommended **NO DISCIPLINE**.

#### **Recommendation, Chief of Police (Accused Officer)**

After reviewing all reports, memoranda, 911 calls, and video associated with this to this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings and recommendations (dated 11/24/2020).

#### **Findings / Recommendation, CPRC**

In the review of DI #20-08, the members of the Commission discussed the investigation, and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move the complaint to the Human Services Committee for final review.

**EVANSTON POLICE DEPARTMENT**

Office of Professional Standards

**Departmental Inquiry**

October 2, 2020

**DI # 20-09**

**Initiated:** July 21, 2020

**Completed:** November 24, 2020

**Allegation**

On July 14, 2020, the Office of Professional Standards received a complaint form from the Complainant. The Complainant alleged that she had been harassed by the Accused Officer, who has stopped her vehicle multiple times. The Complainant further stated that the Accused Officer followed her for 2-3 mins or has pulled up beside her in the past. Additionally, the Complainant stated she would no longer be harassed by the Accused Officer regarding her tinted windows. She advised that she is a private investigator and is required to have Tinted Windows on her vehicle.

If the allegations are true, the Accused Officer may have violated the following:

**Rule 2** Any action or conduct, on or off duty which impedes the Department's efforts to achieve its goals, mission or values, or which degrades or brings disrespect upon any member or the Department as a whole; or any action that impedes the operation or efficiency of the Department and its members.

**The Incident, per Body Worn Camera**

On July 12, 2020, at approximately 1019 hrs, the Accused Officer observed a vehicle going southbound on Dodge Avenue at a high rate of speed. The Accused Officer initiated a traffic stop at Dodge Avenue and Oakton Street then approached the driver's side of the vehicle. The Accused Officer introduced himself and explained his reason for the traffic stop, which was speeding. It was determined that the car was speeding at 39 mph in a 25 mph zone. The Complainant seemed aggravated with the Accused Officer and asked for a supervisor; the Accused Officer complied by relaying her request into Dispatch. The Complainant stated that she did not want to speak with the Accused Officer; she only wanted to talk to a supervisor. The Accused Officer complied. The Complainant retrieved her identification from the trunk and the Accused Officer returned to his squad car to compose the tickets. The Patrol Sergeant arrived on scene and spoke with the Complainant. She explained to him that the Accused Officer pulled her over for having tinted windows, not for speeding. The Complainant also did not want to accept the ticket. She further advised that she is a private investigator and the tinted windows were required for her job. The Patrol Sergeant stated that he was confident that the tint on the windshield was not legal. The Complainant also noted that the cars in front of her were speeding too. The Patrol Supervisor explained that the Complainant's car is the one that was "clocked" going 39 mph. A passenger in the backseat stated this was not their first encounter with the Accused Officer. The Complainant was given two citations, one for speeding and the other for tinted windows. All parties left the scene without incident.

**Actions, OPS Sergeant**

The OPS Sergeant of the Office of Professional Standards advised the Accused Officer of this complaint and directed him to submit a memorandum delineating his recollection of this incident. The Accused Officer complied.

**Accused Officer's Memorandum:** (dated 07/27/2020). The Accused Officer's statements are consistent with the aforementioned incident. In addition, the Accused Officer stated that he had prior contact with vehicles registered to the same address as the Complainant's, but to his immediate knowledge, he has not interacted with the Complainant.

#### **Findings / Recommendation, Traffic Sergeant**

After reviewing all reports, memoranda, and videos related to this Departmental Inquiry, the Traffic Sergeant found no policy or rule violations committed by the Accused Officer. The Accused Officer made a lawful traffic stop for valid traffic violations for speeding and tinted windows. The Accused Officer's conduct during the traffic stop was proper and professional.

As for the Complainant's allegation of harassment by the Accused Officer, there is no departmental record of the Accused Officer having prior contact with the Complainant and she did not provide any details of alleged contact. Based on the camera's view, which revealed the darkness of all of the vehicle's dark tinted windows, including the front windshield, it would be impossible for the Accused Officer to know who was driving the car at 39 MPH.

The Traffic Sergeant further stated that the Complainant claimed that she is allowed to have tinted windows because of her job as a private detective. There is no state law that exempts her and enables her to violate Illinois State law regarding window tint.

The Traffic Sergeant recommended the Accused Officer be **EXONERATED** due to these facts.

#### **Findings / Recommendation, Deputy Chief**

After reviewing all reports, memoranda, and videos related to this Departmental Inquiry, the Deputy Chief **CONCURRED** with the Traffic Sergeant's findings and found the Accused Officer should be **EXONERATED** of allegations alleged by the Complainant.

Based on the circumstances mentioned by the Traffic Sergeant, the Deputy Chief recommended **NO FURTHER ACTION**.

#### **Findings / Recommendation, Chief Of Police**

After reviewing all reports, memoranda, and videos related to this Departmental Inquiry, the Chief of Police **CONCURRED** with the Deputy Chief's findings and found the Accused Officer should be **EXONERATED** of allegations alleged by the Complainant. The Chief of Police recommended **NO FURTHER ACTION**.

#### **Findings / Recommendation, CPRC**

In the review of DI #20-09 the members of the Commission discussed the investigation, and agreed that the findings and recommendations set forth in the investigation and summary report were complete, thorough, objective, and fair. The Commission voted 7-0 to move the complaint to the Human Services Committee for final review.



**DISPOSITIONS**

- Unfounded** - Allegations false; no creditable evidence to support them
- Withdrawn** - Complainant withdrew complaint
- Not Sustained** - Insufficient evidence to prove or disprove the allegations
- Exonerated** - Incident occurred, but was lawful or proper
- Policy Failure** - Allegation true, but the officer acted in conformance with policy resulting in harm to the complainant
- Not City Related** - Outside the jurisdiction of the City
- Sustained** - Allegations supported by sufficient evidence to justify a reasonable conclusion of guilt
- SOL (Unresolved)** - The complainant failed to cooperate further

# **LETTERS**

# **&**

# **INFORMATION**





# City of Highland Park

1677 Old Deerfield Rd.  
Highland Park, Illinois 60035  
847.432.7730  
cityhpil.com

## Police Department

November 20, 2020

Chief of Police- Demitrous Cook  
Evanston Police Department  
1454 Elmwood  
Evanston, Illinois 60201

Dear Chief Cook,

During the week of November 9, 2020, Highland Park Police Department Administrative staff contacted the Evanston Police Department- Communities Strategies Division Officer Enjoli Daley on short notice to request assistance to serve on an interview panel for Highland Park Police Department staff interviews for its "Police Beat Coordinator" Program.

Evanston Police Department- Communities Strategies Supervisors Scott Sophier and Jason Garner quickly authorized Officer Enjoli Daley to assist our Police Beat Coordinator Supervisors by serving on the related interview panel via Zoom on Tuesday, November 17, 2020.

Officer Daley provided exceptional professional assistance while serving on the interview panel during the interviews. Officer Daley appropriately challenged our three applicant police officers to explain how they would contribute to the Police Department program and address challenging and uncomfortable situations with citizens.

We would like to take this opportunity to thank you, Community Strategies Supervisors Scott Sophier and Jason Garner, and Officer Daley for their professional assistance in this matter. If our agency can be of service to your Police Department or your staff in the future, please do not hesitate contacting us at any time.

Sincerely,

Lou Jogmen  
Chief of Police



[REDACTED]

A few days ago, two policemen responded to an inquiry to check out a situation with a person named [REDACTED]. I just want to say that the situation was handled with patience but firmness and with empathy. He has subsequently moved back home to [REDACTED].

Thank them for their service, please.

[REDACTED]

OCT. 30<sup>TH</sup>, 2020

Dear Chief of Police, DEMETRIUS COOK,

It was because you said, "We can do BETTER" in the CHICAGO SUN TIMES at a rally, and demonstration in front of the MUNICIPAL garage on Benson, near DAVIS after [REDACTED]

had been shot, and was paralyzed by local PD in WISCONSIN on a street, and public outrage was never more apparently felt.

From 1974 to 1989, I was a permanent

resident of the CITY of Evanston.

Fortunately, I was able to stay in school through elementary and secondary school graduating from 8<sup>TH</sup> grade from SAINT ATHANASIUS and ETHS in 1978 four years later.

It was the safest, most pleasant CITY you can ever live in, at the time WHILE in one's youth. I'll always remember it well, and from TIME to TIME where you grew up is asked, and being from EVANSTON helps me relate to people for the better. Sincerely,



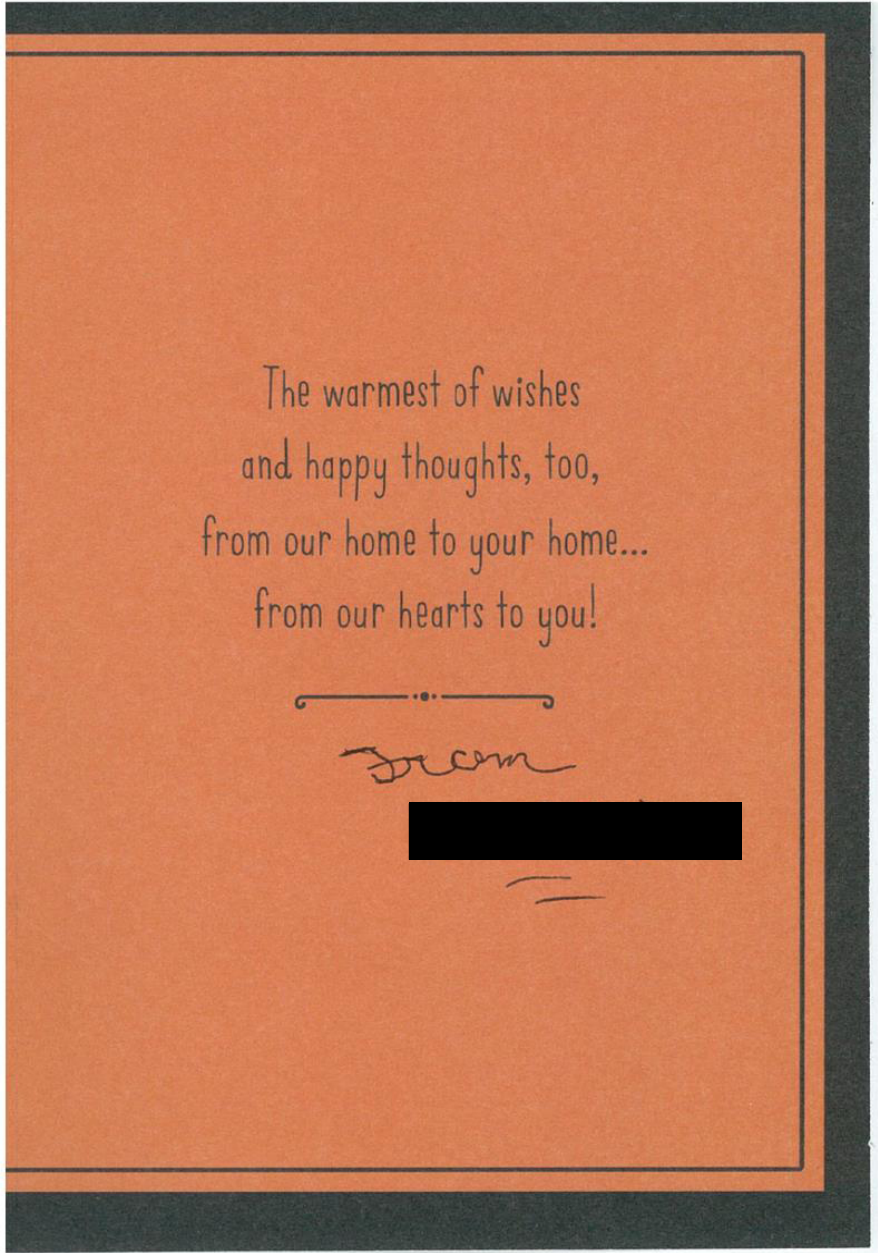
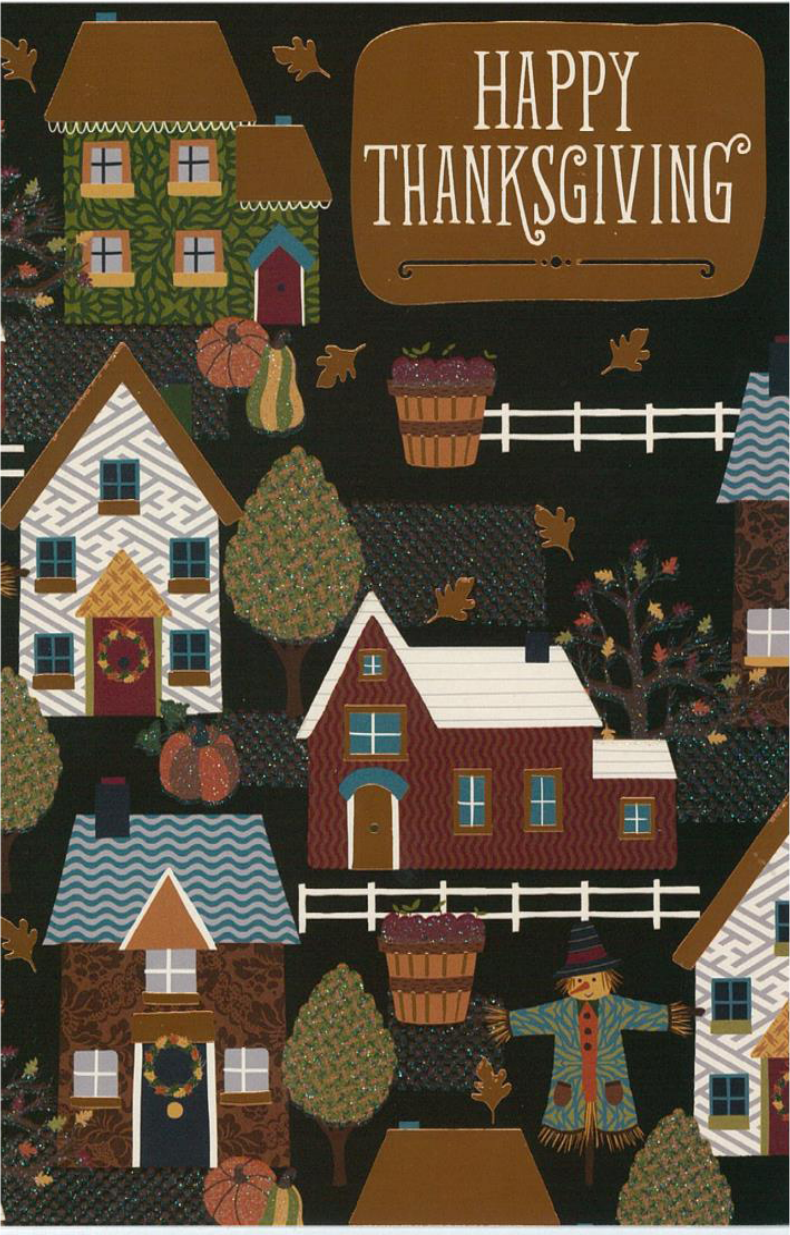
Dear Chief Cook  
 and all Evanston PD,  
 The 8-day holiday of Sukkot  
 starts Friday evening. It  
 celebrates the Sukkah huts  
 used during the Biblical  
 wanderings from Egypt to  
 Canaan. And it is a harvest  
 holiday that is celebrated  
 with fruits. We hope you  
 enjoy the dates.  
 Thank you for your service.  
 Best regards,



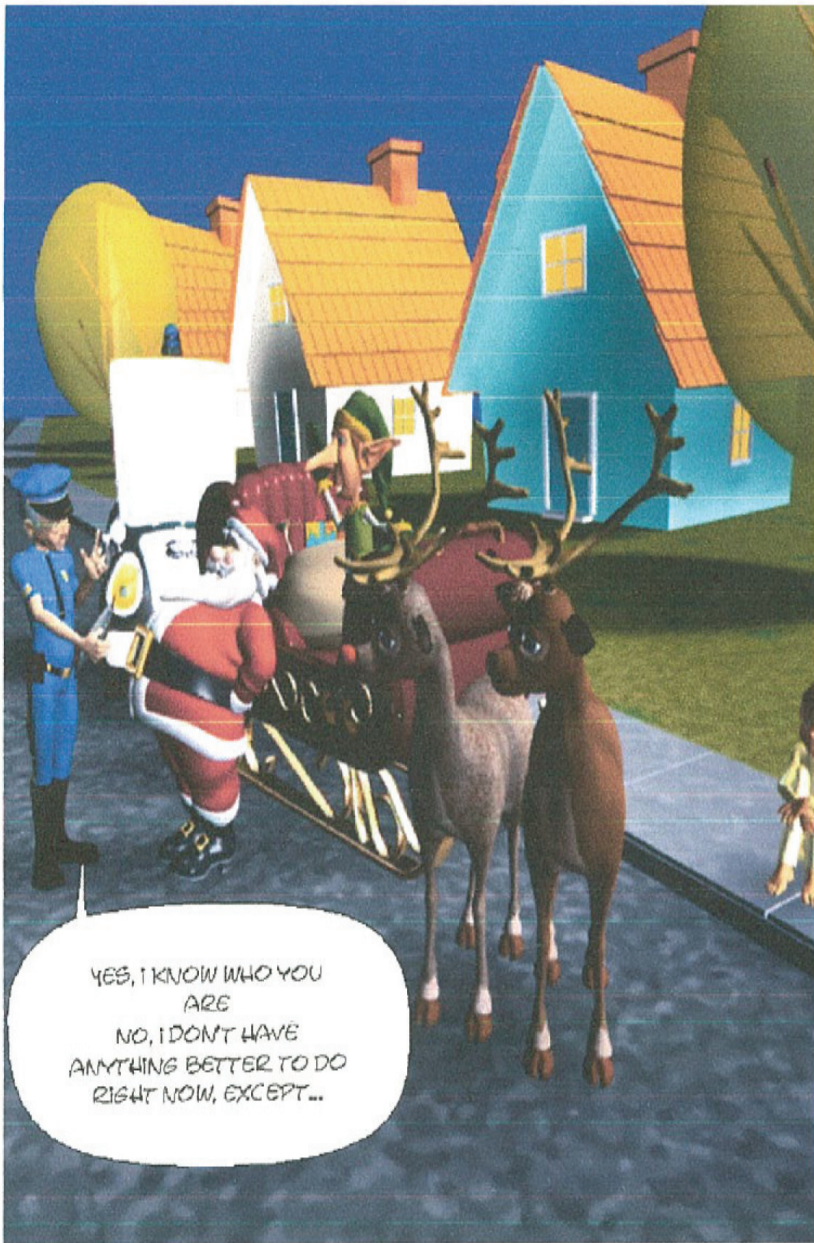
Mr. David and Harriet Sallach  
 802 South Blvd  
 Evanston, IL 60202-2811

Chief Cook  
 and all Evanston PD









ISSUE YOU A CITATION WHICH STATES.

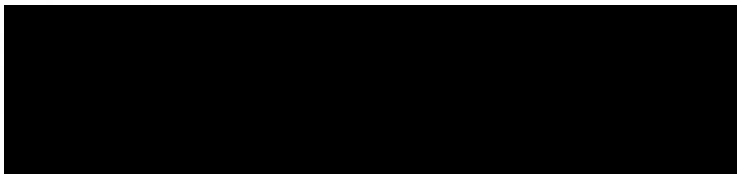
"MERRY CHRISTMAS!  
AND STAY SAFE  
OUT THERE!"

RETIRED 9-1-1 OPERATOR  
PRINCE GEORGE'S COUNTY (MD)  
PUBLIC SAFETY COMMUNICATIONS



MERRY  
CHRISTMAS  
and  
HAPPY NEW YEAR

*We hope Santa brings something  
really special for you!*



Page 43 of 43



# Brushed Aside

As student drinking moves away from campus, students and administrators struggle to find common ground on alcohol reform

**Maggie Harden**



Image by [Emma Danbury and Alex Fuyura](#) / North by Northwestern



The last thing Abby\* remembered was a vodka lemonade.

Even though she was safe in her dorm room, Abby struggled to remember the details of the previous night. She grew more and more scared.

She remembered going to an off-campus apartment party near Burger King with her boyfriend. She remembered having two beers, then going up to the bar to get her third drink of the night, the vodka lemonade. She remembered a man hovering behind the bar. He seemed out of place. He poured her a drink. Abby knew she took a few sips of that vodka lemonade. After that, though, her mind was completely blank.

Abby's boyfriend, who was asleep on her futon, woke up a few minutes later and filled her in: After she ordered her vodka lemonade, Abby began acting out of character. She started slurring her words and falling all over herself, and eventually got so bad that her boyfriend had to carry her back to her dorm on south campus. Her boyfriend was pretty worried: He knew she hadn't planned on drinking that much and she was only on her third drink of the night at the time. He also knew how much was too much for Abby. This shouldn't have been it.

During the walk back, Abby deteriorated to the point where she thought she was back in her hometown – not at Northwestern University in Evanston – and didn't even recognize her own boyfriend. At this point, Abby's boyfriend called an ambulance. But when the police and EMTs arrived, she wouldn't accept medical

service. Finally, after the emergency responders left, her boyfriend managed to get her home.

The following day, she called the host of the party and learned that nobody was assigned to pour drinks. This knowledge, combined with her boyfriend's earlier account, led Abby to conclude that she had been roofed or otherwise drugged by the out-of-place man at the bar. It was the only logical explanation. She hadn't thrown up and didn't have the throbbing headache that typically accompanied a hangover.

Abby worried that her parents would find out she had been drinking and that she might get in trouble with the University. Later that week, those fears came true – an email from an administrator landed in her inbox asking her to meet and explain why an ambulance had been called for her. When Abby met with administrators, they believed her story. But, citing University policy, they still asked her to redo AlcoholEdu since she had been drinking underage at the time she was drugged.

“To be told, ‘well, we would like you to redo AlcoholEDU because you obviously don't know how to protect yourself or prevent this from happening’ was problematic to me,” Abby says. “I felt I should've been treated more as the victim of someone else's actions and not made to jump through new hoops.”

Abby's case was one of more than 900 alleged alcohol violations reported by Northwestern during the 2014–2015 academic year. Since then, the University has launched a pilot program where student groups can register events with alcohol and introduced an amnesty policy aimed at encouraging safer and healthier drinking. But student leaders like ASG president Nehaarika Mulukutla say that administrators haven't done enough. The results of a study she recommended this summer suggest that declines in on-campus drinking have been replaced with more drinking off campus. But as alcohol continues to flow to these less regulated spaces, students are pushing administrators to do more to keep students out of harm's way.



Last spring, 30 or so students gathered in Harris L07 for Northwestern's first alcohol town hall. Armed with bright pamphlets outlining the goals and mission of Northwestern's Community Alcohol Coalition (CAC), the students raised their hands, waiting to be called on by Mulukutla to interrogate Fraternity and Sorority Life (FSL) director Travis Martin. As Martin answered one question, another hand popped up in a whack-a-mole fashion.

Mulukutla and Martin came into the meeting armed with two goals: explain the University's new event registration policy and address student concerns about the policy. Both were members in CAC and had advocated for reforms to mold NU's previous alcohol policy into one better-suited for students and administrators.

This goal was complicated, however, by several factors. The first was that this town hall took place around three months after Northwestern's chapter of Sigma Alpha Epsilon (SAE) was accused of using date rape drugs and sexually assaulting women on campus. As a result, passions ran high as administrators and students

"Relegating drinking to a male-dominated space, and having people feel like the only way they can participate in this culture or have that experience is essentially just at the hands of male members of a Greek system," Mulukutla says, "is a huge part of just the general safety and feeling of comfort and wellness and health of consumption."

Another complicating factor was that many students didn't really understand Northwestern's alcohol policy – a reality compounded by Mulukutla and her vice president, Weinberg senior Rosalie Gambrah, incorrectly calling Northwestern a dry campus throughout their campaign.

Mulukutla and Gambrah’s rhetoric reflects a common student misconception: More than one in three students still express interest in making Northwestern a “wet campus” even though the school’s alcohol policy allows students over 21 to possess and consume alcohol in residence halls. When asked to clarify these earlier remarks, Mulukutla explained that she and Gambrah used that language in a more culture-based sense. She claims that the University’s other alcohol policies remain so harsh that the school may as well be a dry campus, and that these factors push students to drink off-campus.

“People don’t want to be drinking in a place that is punitive and restrictive,” Mulukutla says. “They don’t feel comfortable having these experiences in places like their own residence halls.”

Perhaps that was the most complicating factor of all. The town hall – called to explain the University’s new alcohol event registration policy for fraternities and sororities – may not have even addressed off-campus drinking, the most urgent alcohol-related issue at Northwestern.



Soon after Mulukutla and Gambrah took office this spring, they asked the Institute for Student Business Education to (ISBE) work with Northwestern’s Interfraternity Council to study trends in student drinking. The study indicated that at the same time that alcohol incidents reported at fraternities and sororities have decreased, off-campus incidents have increased at a nearly identical rate. Today, students are as likely to consume alcohol in off-campus spaces as Greek-affiliated ones.

For Abby, the lack of regulation at off-campus parties was a major risk factor. She was almost certain that the man who drugged her was not a Northwestern student, and because of this, the University wasn't able to punish him in any way.

"[The University] was kind of like, 'Well in that case, there's not a ton we can do. You didn't call the police, you didn't report this to the police, there's no way to prove that there was rooves in your system,'" Abby says, "which is why I kind of think the emphasis was put on me learning to drink safer instead of improving the drinking environment."

These results led ISBE to conclude that current alcohol policy is not making student drinking safer, but merely relegating it to off-campus spaces where there is "significantly less regulation and riskier drinking habits."

Mulukutla and other students drafted a proposal over the summer to present to the CAC this fall. They wanted the University to revise its policy to better acknowledge and address off-campus drinking, by potentially expanding the event registration policy, now open to fraternities and sororities, to off-campus residences. Discussions over elements of this proposal and ISBE's data are ongoing, but even in the early stages students have found the University's reception lukewarm.

Director of Student Conduct Lucas Christain says that administrators appreciated the students' effort to draft the proposal and collect data. But he argues that students may have misinterpreted some information. When interviewed, however, Christain did not indicate specific inaccuracies, though he doubted the comparisons made by students to peer institutions, like Stanford, Cornell, Vanderbilt and Notre Dame.

ASG Chief of Staff Lars Benson suggested that administrators may have been hesitant to accept this data because it would require the University to take on greater responsibility in addressing off-campus drinking.

“The University, I think, is frequently very suspicious of data that’s gathered by students, and they’re very reluctant to accept data that is not cultivated by their own institutions,” Benson says, “which is difficult, because you end up in the situation where the University, I believe, tends to only look where it wants to look and tends to only look for the answers it wants to find.”

Weinberg junior Neha Gupta, ISBE’s Director of Analytics, says ISBE’s sample of 242 students was large and varied enough to make their survey representative. ISBE also gathered a hefty amount of aggregate data to compare the effects of NU’s alcohol policies to those at peer institutions.

“I think it is tough, because surveys are not perfect,” Gupta says. “We can’t perfectly make surveys that don’t have those biases inherently in surveys, but ... it does seem pretty evident that the off-campus [area of alcohol policy] needed a little bit more attention.”

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At Northwestern, alcohol hasn’t always been the subject of such controversy. In fact, Norris University Center actually had a bar for nearly a decade in the ‘80s and ‘90s. When it opened in October 1982, Norris official Greg Blaesing told The Daily Northwestern that he hoped the new social hub would be a “mecca for ‘social interaction and responsible drinking.’” For a few years, students enjoyed music and comedy performances at night while sipping cocktails, including a fan-favorite called “The Screaming Orgasm.”

The party came to a halt, however, when The Bar allegedly served a 19-year-old woman in April 1991 who later that night was involved in a serious car crash. In

January of the next year, Norris Director Bruce Kaiser announced The Bar would close for 10 days to combat “excessive drinking and the use of fake IDs.” The Bar never re-opened, and Kaiser told The Daily in 1992 that “it would have been easier to close the damn thing years ago.”

Nearly 30 years after the days of Screaming Orgasms, administrators and students once again find themselves in a tough spot. Students want change, and administrators are willing to talk – but they argue these changes will take time to discuss and implement.

“Nobody here is shut off in making changes to things,” Christain says. “I think it’s just about doing that in a really well-informed way, and that’s not always as simple as saying, ‘Here’s a problem and here’s the solution.’”

But while students and administrators talk, dangers persist. Sometimes, it comes in the form of someone drugging a drink at an off-campus party, as with Abby. Often, it means accepting a drink from a stranger far from campus because students feel like they don’t have a safe place to enjoy alcohol on campus.

Martin says the University is moving toward enacting a new event registration policy for fraternity and sorority events based on what Mulukutla and Martin presented at the town hall last year. The University piloted the program during fall quarter, and Martin says he anticipates it becoming an official policy. However, the policy would only apply to events sponsored by Greek organizations – an unaffiliated student hosting an apartment party would not be able to register.

Mulukutla and other students proposed extending the registration policy to all off-campus events. Under the proposed plan, students would need to fill out a risk management plan and have a certain number of sober monitors present in order to host off-campus events with alcohol. However, the University has rejected this proposal because it infringes on the jurisdiction of the city of Evanston.

This disagreement over event registration risks obscuring more systemic problems around alcohol. Data from an Alcohol Impact Report last year found that more than 30 percent of Northwestern students are heavy or problematic drinkers – a rate much higher than the national average. More than half of students also believe that AlcoholEdu, the online program used to teach students about safer and healthier drinking habits, is ineffective. Even newer practices, like the amnesty program, have conspicuous drawbacks – the current policy requires that the University notify parents about an alcohol-related incident, even when students comply and act responsibly.

Despite shelving the off-campus registration policy, Mulukutla says it is still crucial to find ways to curtail dangerous and unregulated off-campus drinking. She plans on moving forward with a three-peg program: Creating more spaces for non-Greek, non-White students to consume alcohol by allowing buildings like the Women's Center and Black House to host events with alcohol; clarifying current policies so students better understand where they can legally consume alcohol and the consequences when they participate in underage drinking; and encouraging RAs to promote a safer, healthier drinking culture.

These recommendations will not directly affect the University's off-campus alcohol policy, but Mulukutla hopes they will lead to cultural change. Neither, she says, are the recommendations a final solution. That said, Christain emphasized that the University is open to creating new policies, though he says it might take longer than some students would like.

"I think students should be able to be in college and have fun, and to do that in ways that are safe," Christain says. "I don't think anyone on our campus should be saying 'Alcohol is the worst thing' because it's the matter of how we help people have healthy relationships with it."

But Benson argues that unless things change dramatically, the alcohol policy will continue to reflect a state of denial.



“I think that sometimes there is a tendency in the administration to be overly cautious to the point of complete inaction,” Benson says, “to the point where you’re completely ignoring a problem.”

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## Related articles

### **The science behind your night out: alcohol and you**

By Charlotte Hu

May 2, 2017

### **Institutional Inertia**

By Natalie Escobar

Spring 2017

Produced by **Maxine Whitely** for North by Northwestern

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