



# Office of Chicago City Clerk



SO2011-3726

Office of the City Clerk

## Tracking Sheet

<b>Meeting Date:</b>	<b>5/4/2011</b>
<b>Sponsor(s):</b>	<b>Mayor Daley</b>
<b>Type:</b>	<b>Ordinance</b>
<b>Title:</b>	<b>Memorandum of understanding with Army Corps of Engineers regarding information sharing</b>
<b>Committee(s) Assignment:</b>	<b>Committee on Budget and Government Operations</b>

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## SUBSTITUTE ORDINANCE

**WHEREAS**, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City is the owner of certain properties comprising a sewer system which serves primarily residents of the City (the "City's Sewer System"); and

**WHEREAS**, the City through its Department of Water Management ("DWM") has built an InfoWorks Sewer Model for the City of Chicago (hereinafter "the Model") through a series of contracts and related task orders individually with CDM, CH2M HILL, Inc. and MWH Global, Inc. (collectively the "Consultants"); and

**WHEREAS**, Section 3061(d) of the Water Resources Development Act of 2007 (Pub. L. No. 110-114) directs the Secretary of the Army, in consultation with appropriate Federal, State, local, and nongovernmental entities, to conduct, at Federal expense, a feasibility study of the range of options and technologies available to prevent the spread of aquatic nuisance species between the Great Lakes and Mississippi River basins through the Chicago Sanitary and Ship Canal and other aquatic pathways; and

**WHEREAS**, other studies and projects may be implemented within the waterways that flow through the City under continuing authorities and specific authorization; and

**WHEREAS**, the United States Department of the Army Corps of Engineers ("USAGE"), represented by the U.S. Army Engineer District, Chicago (hereinafter the "Chicago District Engineer") has expressed an interest in using the Model for purposes of its Great Lakes Mississippi River Interbasin Study (hereinafter "GLMRIS") in order to incorporate safety and economic considerations of basement flooding into GLMRIS and to quantify compensatory storage requirements needed to offset basement flooding impacts caused by project alternatives; and

**WHEREAS**, USACE has expressed an interest in using the Model for other studies and projects that could impact conditions in the Chicago Area Waterway System ("Other Projects"); and

**WHEREAS**, the City and USACE have agreed to enter into an agreement in substantially the form attached hereto as Exhibit A (the "Agreement") in order to memorialize their respective roles in such an effort; now, therefore

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

**SECTION 2.** The City grants USACE full rights to use the Model consistent with the purpose of GLMRIS and for Other Projects and in return USAGE will inform the City of any improvements to the Model, provide written reports of such changes and grant the City full rights to any changes to the Model.

**SECTION 3.** The Commissioner of DWM (the "Commissioner") is authorized to execute the Agreement, and such other documents as are necessary, between the City and USACE, subject to the approval of the Corporation Counsel of the City as to form and legality.

**SECTION 4.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**EXHIBIT A**  
**AGREEMENT**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT  
AND  
THE CITY OF CHICAGO, ILLINOIS, DEPARTMENT OF WATER MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Department of the Army (hereinafter "USAGE"), represented by the U.S. Army Engineer District, Chicago (hereinafter the "Chicago District Engineer") and the City of Chicago (hereinafter "City"), represented by the Department of Water Management.

WITNESSETH, THAT:

WHEREAS, Section 3061(d) of the Water Resources Development Act of 2007 (Pub. L. No. 110-114 (the "ACT")) directs the Secretary of the Army, in consultation with appropriate Federal, State, local, and nongovernmental entities, to conduct, at Federal expense, a feasibility study of the range of options and technologies available to prevent the spread of aquatic nuisance species between the Great Lakes and Mississippi River basins through the Chicago Sanitary and Ship Canal and other aquatic pathways; and

WHEREAS, other studies and projects may be implemented within the waterways that flow through the City of Chicago under continuing authorities and specific authorization; and

WHEREAS, the City has built an InfoWorks Sewer Model for the City of Chicago (hereinafter "the Model") through a series of task orders with CDM, CH2M HILL, Inc. and MWH Global, Inc. (collectively, the "Consultants"); and

WHEREAS, USACE has expressed an interest in using the Model for purposes of its Great Lakes Mississippi River Interbasin Study (hereinafter "GLMRIS") in order to incorporate safety and economic considerations of basement flooding into GLMRIS and to quantify compensatory storage requirements needed to offset basement flooding impacts caused by project alternatives; and

WHEREAS, USAGE has expressed an interest in using the Model for other studies and projects that could impact conditions in the Chicago Area Waterway System ("Other Projects"); and

WHEREAS, USACE and the City desire to memorialize their respective roles in such an effort; and

WHEREAS, on \_\_\_\_\_, the City Council of the City (the "City Council") adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages \_\_\_\_\_ to \_\_\_\_\_, among other things, authorizes the execution of this Agreement; and pursuant to the Act and other authorities, USACE in carrying out GLMRIS and the Other Projects is authorized to enter this Agreement; and

NOW THEREFORE, it is agreed, as follows:

1. The City grants full rights for USACE to use the Model consistent with the purpose of CLMRIS, including but not limited to its use to incorporate safety and economic considerations of basement flooding into GLMRIS and to quantify compensatory storage requirements needed to offset basement flooding impacts caused by CLMRIS alternatives.
2. The City grants full rights for USACE to use the Model for Other Projects, including but not limited to impacts analysis of project alternatives. USACE will provide the City with written notice of intent to use the Model for Other Projects, describing the project and how USACE intends to use the Model.
3. USACE will use the Model by contracting directly with one of the Consultants currently retained by the City who built the Model for the City and each have access to the Model, or with any other firm retained by the City who has access to the Model.
4. USACE will inform the City of any improvements made to the Model by identifying the modifications made to the Model in written reports. USACE will provide the City with copies of these reports.
5. At the conclusion of its use of the Model, USACE will furnish the City with a report detailing any changes made to the Model.
6. The City shall have full rights to use any improvements made to the Model by USACE for purposes of CLMRIS or Other Projects.
7. USACE is studying the impacts of flooding in the Chicagoland area. In the spirit of cooperation, the City will provide relevant information to assist USACE in these studies. Such information shall not be released by USACE without the prior consent of the City or unless required by law.
8. This MOU shall be effective for a period of five years from taking effect, as described below, and may be extended for no more than two additional five year terms. Prior to expiration, USACE will submit a written request for extension. Such request for extension shall be deemed approved unless the City provides a written denial within 30 days of its receipt.
9. This MOU is to take effect upon the signature of the parties and may be terminated by either party by giving written notice to the other party. For the purposes of this MOU, the party to receive such notice is:

If to the City:

Commissioner  
City of Chicago  
Department of Water Management  
121 N. LaSalle Street  
Chicago, IL 60602

If to USACE:

District Commander  
U.S. Army Engineer District, Chicago  
111 North Canal Street, Suite 600  
Chicago, IL 60606

IN WITNESS WHEREOF, the parties hereto have executed this MOU, which shall become effective upon the date it is signed by both parties.

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Commissioner  
Department of Water Management  
City of Chicago

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Vincent V. Quarles  
Colonel, U.S. Army  
Chicago District Commander

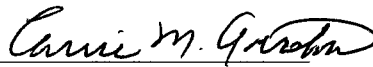
CHICAGO, June 8, 2011

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of a Memorandum of Understanding between the City of Chicago, Department of Water Management and the United States Department of the Army Corps. of Engineers necessary for information sharing; and having been presented with a proposed substitute Ordinance by the Department of Law, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Substitute Ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

~~\_\_\_\_\_ members of the Committee with \_\_\_\_\_ dissenting vote(s).~~

(Signed)   
Carrie M. Austin  
Chairman