



City of Chicago



SO2021-4725

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/14/2021

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Annual Appropriation Ordinance Year 2021 amendment within Fund No. 925 for Office of Budget and Management, Department of Cultural Affairs and Special Events, Department of Public Health, Department of Police, Chicago Public Library and Department of Family and Support Services (DFSS), with associated intergovernmental agreement for DFSS use of Illinois State domestic violence data collection and reporting system

Committee(s) Assignment: Committee on Budget and Government Operations

SUBSTITUTE ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2021 (the "2021 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, the City through its Office of the Mayor previously appropriated private grant funds in the amount of \$140,000 from the OneChicagoFund for the My Chi. My Future program and desires to reallocate the entire amount to the Department of Family and Support Services ("DFSS"); and

WHEREAS, the City through its Office of Budget and Management has been awarded additional federal COVID-19 pass-through grant funds in the amount of \$50,000,000 by the Illinois Emergency Management Agency for the Public Assistance program; and

WHEREAS, the City through its Department of Cultural Affairs and Special Events has been awarded additional federal COVID-19 grant funds in the amount of \$605,000 by the United States Small Business Administration for the Shuttered Venues Grant program; and

WHEREAS, the City through its Department of Public Health ("CDPH") has been awarded federal COVID-19 grant funds in the amount of \$14,300,000 by the United States Department of Health and Human Services ("DHHS") for the Building Epidemiology and Health IT Capacity program; and

WHEREAS, the City through CDPH has been awarded additional federal grant funds in the amount of \$1,212,000 by DHHS for the Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B; and

WHEREAS, the City through CDPH has been awarded federal grant funds in the amount of \$7,121,000 by the United States Department of Housing and Urban Development for the Housing Opportunities for People with AIDS program; and

WHEREAS, the City through CDPH has been awarded federal grant funds in the amount of \$3,209,000 by DHHS for the Integrated HIV Programs to Support Ending the HIV Epidemic program; and

WHEREAS, the City through CDPH has been awarded additional federal pass-through grant funds in the amount of \$95,000 by the Illinois Department of Public Health for the Maternal and Child Health Block Grant program; and

WHEREAS, the City through CDPH has been awarded state grant funds in the amount of \$173,000 by the Illinois Environmental Protection Agency for the Solid Waste Management program; and

WHEREAS, the City through DFSS has been awarded private grant funds in the amount of \$100,000 by PetSmart Charities, Inc. for the Emergency Pet Preservation program; and

WHEREAS, the City through DFSS has been awarded additional state grant funds in the

amount of \$20,000 by the Illinois Department on Aging (“IDOA”) for the Foster Grandparents program; and

WHEREAS, the City through DFSS has been awarded federal COVID-19 grant funds in the amount of \$11,733,000 by DHHS for the Head Start and Early Head Start program; and

WHEREAS, the City through DFSS has been awarded additional state grant funds in the amount of \$26,000 by IDOA for the Long Term Care Ombudsman Program – CMP program; and

WHEREAS, the City through its Department of Police (“CPD”) has been awarded additional federal pass-through grant funds in the amount of \$5,000 by the Illinois Department of Transportation (“IDOT”) for the Injury Prevention program; and

WHEREAS, the City through CPD has been awarded federal grant funds in the amount of \$97,000 by the United States Department of Homeland Security for the Port Security program; and

WHEREAS, the City through CPD has been awarded federal pass-through grant funds in the amount of \$1,255,000 by IDOT for the Sustained Traffic Enforcement program; and

WHEREAS, the City through the Chicago Public Library (“CPL”) has been awarded state grant funds in the amount of \$2,000 by the Illinois State Library (“State Library”) for the Assistive Resources Advisory and Outreach Center program; and

WHEREAS, the City through CPL has been awarded federal COVID-19 pass-through grant funds in the amount of \$1,015,000 by the State Library for the On the Road to Recovery: Transforming Library Spaces program; and

WHEREAS, the Illinois Criminal Justice Information Authority (“ICJIA”) maintains a statewide data collection and reporting system (“InfoNet”) for domestic violence victim service providers (the “InfoNet Users”) and requires payment of an annual fee of \$50,000 to access InfoNet; and

WHEREAS, the City, acting by and through DFSS desires access to InfoNet for itself and for InfoNet Users to which DFSS provides funds; and

WHEREAS, DFSS and ICJIA wish to enter into an intergovernmental agreement (the “Agreement”) through which ICJIA will provide DFSS and DFSS-funded InfoNet Users access to InfoNet as described in the Agreement and DFSS will pay an annual fee of \$50,000 to ICJIA; now, therefore,

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

SECTION 1. The amount of \$90,968,000 (not previously appropriated and representing new grant funds) is hereby appropriated from Fund 925 – Grant Funds for the year 2021. The 2021 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of DFSS ("Commissioner") or his or her designee is authorized to: (a) execute and deliver the Agreement in substantially the form attached hereto as Exhibit B; (b) execute and deliver any renewals of this Agreement for successive one-year terms subject to availability of appropriated funds; (c) make changes to the Agreement or renewals thereof as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement or renewals by the Commissioner or his or her designee constituting conclusive evidence of such approval), and (d) enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement or renewals.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A

AMENDMENT TO THE 2021 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT (2021 TOTAL) Includes anticipated carryover	ADD AMOUNT (2021 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2021 Total)	ADD AMOUNT (2021 Total)
ESTIMATE OF GRANT REVENUE FOR 2021							
	Awards from Agencies of the Federal Government for COVID-19	\$1,625,667,000	\$1,703,320,000				
	Awards from Agencies of the Federal Government	\$1,517,041,700	\$1,530,035,700				
	Awards from Agencies of the State of Illinois	\$ 529,623,000	\$ 529,844,000				
	Awards from Public and Private Agencies	\$ 75,809,000	\$ 75,909,000				
925 - Grant Funds							
<u>01</u>	Dept # Dept and Grant Name	<u>STRIKE AMOUNT</u> 2021 Anticipated Grant	<u>ADD AMOUNT</u> 2021 Anticipated Grant	<u>STRIKE AMOUNT</u> (2021 TOTAL) Includes anticipated carryover	<u>ADD AMOUNT</u> (2021 TOTAL) Includes anticipated carryover	<u>STRIKE AMOUNT</u> (2021 Total)	<u>ADD AMOUNT</u> (2021 Total)
	<u>01</u> <u>Office of the Mayor</u> My Chi. My Future Program	\$ 140,000	\$			\$ 140,000	\$
<u>05</u>	<u>Office of Budget and Management</u> Public Assistance Program		50,000,000			150,000,000	200,000,000
<u>23</u>	<u>Department of Cultural Affairs and Special Events</u> Shuttered Venues Grant Program	1,211,000	1,816,000			1,211,000	1,816,000
<u>41</u>	<u>Department of Public Health</u> Building Epidemiology and Health IT Capacity Program Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B Housing Opportunities for People with AIDS Program Integrated HIV Programs to Support Ending the		14,300,000				14,300,000
		1,819,000	3,031,000			3,638,000	4,850,000

HIV Epidemic Program	3,209,000			3,209,000
Maternal and Child Health Block Grant Program	9,520,000			9,520,000
Solid Waste Management Program	173,000		9,425,000	173,000

50 **Department of Family and Support Services**

Emergency Pet Preservation Program	100,000			100,000
Foster Grandparents Program	917,000		897,000	917,000
Head Start and Early Head Start Program	11,733,000			11,733,000
Long Term Care Ombudsman Program – CMP	146,000		120,000	146,000
My Chi. My Future Program	140,000			140,000

57 **Department of Police**

Injury Prevention Program	135,000		130,000	135,000
Port Security	97,000			97,000
Sustained Traffic Enforcement Program	1,255,000			1,255,000

91 **Chicago Public Library**

Assistive Resources Advisory and Outreach Center Program	2,000			2,000
On the Road to Recovery: Transforming Library Spaces Program	1,015,000			1,015,000

EXHIBIT B

(Agreement attached)

INFONET INTERAGENCY AGREEMENT 2021-2022 AUTHORITY/CHICAGO CDFSS –DOMESTIC VIOLENCE SERVICES

1. Parties to the Agreement. This agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices located at 300 West Adams Street, Suite 200, Chicago, Illinois (hereinafter referred to as "AUTHORITY"), and the City of Chicago ("CITY"), by and through its Department of Family & Support Services, with its offices located at 1615 West Chicago Avenue, 5E, Chicago, Illinois (hereinafter referred to as "CDFSS"). This agreement can be signed in multiple counterparts upon agreement of the Parties.

2. Background and Purpose. The AUTHORITY and CDFSS recognize the need to enhance data collection efforts and strengthen reporting capabilities in Illinois. The AUTHORITY and CDFSS rely on accurate and available client, service and program information for planning, developing, implementing and monitoring strategies for victim services statewide. Victim service providers that receive funds from the AUTHORITY or CDFSS are also required to submit program data to the AUTHORITY and/or CDFSS as a measure of program performance.

The AUTHORITY is the lead agency for the design, implementation and maintenance of a statewide information network (InfoNet) for victim service providers in Illinois. A server database is at the core of the network. InfoNet Users, as hereinafter defined, access the database with a web-browser and then transmit information to the AUTHORITY'S server database through secured channels. The database system includes standard reports that can be generated and electronically accessed by funders. Information that may be used to identify individuals served by participating agencies is not collected in the InfoNet system.

3. Consideration and Services. CDFSS will make payments of \$50,000 to the AUTHORITY, according to the schedule described in Section 6, to receive the following services:

- a) Support access to InfoNet's standard reports, which display summary information collected by CDFSS-funded domestic violence victim service providers (hereinafter referred to as "InfoNet Users");
- b) InfoNet training, technical assistance, and support for InfoNet Users;
- c) System maintenance necessary to support InfoNet Users; and
- d) Technical assistance and support to CDFSS.

4. InfoNet System and Training. The AUTHORITY'S InfoNet system will provide a central data repository that can be accessed over the Internet through a secure virtual private network. The Authority will provide training on the InfoNet in its support of domestic violence services to CDFSS staff

and InfoNet Users at least annually or as agreed to by the parties.

5. Term and Termination. The term of this agreement shall commence upon the date of execution by the parties and shall remain in effect through December 31, 2022. The term of this agreement shall be extended for two-year periods unless written notice of intent by either party not to renew this agreement is received at least 30 days before the end of any agreement period.

The AUTHORITY or CDFSS may suspend or terminate performance of this agreement for nonconformance with, or violation of, any applicable law or regulation, or with the terms or conditions of this agreement.

6. Payment Terms. CDFSS shall pay \$50,000 to the AUTHORITY per calendar year for each year this agreement is in effect. On or before January 31 of each calendar year this agreement is in effect, the AUTHORITY shall submit an invoice to CDFSS in the amount of \$50,000 for services under this agreement that shall be performed in that same calendar year. CDFSS shall then submit payment to the AUTHORITY in full by March 31 or within 30 days of execution by the parties. In the event that CDFSS does not make payment to the AUTHORITY according to the above schedule, the AUTHORITY reserves the right to discontinue provision of services, and/or pursue any other right, action or remedy authorized under law.

7. Standards and Guidelines. CDFSS and InfoNet Users may recommend to the AUTHORITY standards and guidelines necessary for the effective operation of the InfoNet and to ensure the quality of the information entered. The AUTHORITY may promulgate standards and guidelines based on such recommendations or on its own initiative, after consultation with CDFSS and InfoNet Users. The AUTHORITY, CDFSS and InfoNet Users shall follow all such standards and guidelines. CDFSS and InfoNet Users shall take appropriate action by instruction, agreement, or otherwise to inform their employees of such standards and guidelines. CDFSS and InfoNet Users shall follow and be bound by all applicable standards, guidelines, and state and federal laws and regulations.

8. InfoNet Liaison. To inform the AUTHORITY regarding the design and upgrade of the InfoNet and assure its compatibility with existing CDFSS and InfoNet User operations, CDFSS shall designate, in writing, an InfoNet Liaison, who shall be CDFSS' primary contact with the AUTHORITY regarding InfoNet operations. The InfoNet Liaison shall be CDFSS' primary point of contact with the AUTHORITY regarding InfoNet training, report issues, scheduling of meetings and other needs.

9. Ownership of Data/Disclosure. For the purposes of this agreement, InfoNet Users retain ownership of the data that they individually enter into the InfoNet. The AUTHORITY may review all information entered by InfoNet Users for ensuring the integrity of the data in the InfoNet and ensuring the proper operation of the InfoNet system. In addition, data related to the performance of InfoNet Users pursuant to a grant award from CDFSS may be reviewed, analyzed and used by CDFSS for research, planning and program oversight monitoring purposes. The AUTHORITY will provide CDFSS unlimited access to the standard reports in the InfoNet Administrative Report Utility and associated filters. Standard reports display non-identifying aggregate data about clients served, client demographic information, services provided, and client interactions with court and healthcare systems. Standard reports do not provide access to data at the record level.

10. Ownership of Software/Programs. All software and computer programs developed by the AUTHORITY are copyrighted and shall remain the property of the AUTHORITY. CDFSS shall have a nonexclusive license to use InfoNet software and computer programs so long as InfoNet standards and guidelines and the terms of this agreement are followed. Should new data elements be required, based upon new grant requirements, the Authority and CDFSS shall work jointly to make timely changes to incorporate such newly required elements.

11. Research and Analysis. Subject to the provisions in section 9, the AUTHORITY and/or CDFSS reserve the right to publish or report findings of research and analysis done on information included in the InfoNet system. The AUTHORITY and/or CDFSS will provide InfoNet User with 30 days prior notice of any publication or report using InfoNet information identifiable to InfoNet User and will provide a copy of the publication or report to the InfoNet User.

12. Confidentiality/Privacy. The AUTHORITY shall design, develop, configure, and maintain the InfoNet system so that no database elements representing fields that will include information identifying clients will be maintained or accessible at AUTHORITY, CDFSS or InfoNet User premises. CDFSS and InfoNet Users shall not enter any such personally identifiable information into the InfoNet system. The AUTHORITY shall not enter any such personally identifiable information into the InfoNet system. Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person. Knowingly and willfully using or disseminating information contrary to the provisions of this agreement shall constitute a violation of 28 CFR Part 22, punishable in accordance with the Omnibus Crime Control and Safe Streets Act of 1968, as amended.

13. Security. The AUTHORITY shall protect the security, confidentiality and integrity of the InfoNet system and any

information transmitted through or stored on the InfoNet system, through firewall protection, virtual private network protection, maintenance of independent archival and backup copies of the InfoNet system and data, and protection from any network attack and other malicious, harmful or disabling data, work, code or program. The AUTHORITY computer facility shall be under the direct control of AUTHORITY personnel. The AUTHORITY shall train and conduct background checks on all personnel with access to the AUTHORITY computer facility.

CDFSS and InfoNet Users shall at all times maintain procedures, provisions, conditions and equipment for the security of its site. Such procedures and provisions shall assure that: effective hardware and software designs are instituted to prevent unauthorized access to, disclosure of, and dissemination of InfoNet data and files; access to the InfoNet program is restricted to authorized personnel; and confidentiality agreements, delineating the importance of a need for security and confidentiality of data and files maintained in or available through the InfoNet are executed. Any InfoNet related software that is installed on a computer used to access the InfoNet private network must be removed prior to the disposal of the computer or transfer of the computer for another use. The Authority should be notified so that the account registered to that computer may be disabled.

14. Maintenance of Data. InfoNet Users are responsible for entering, updating and maintaining data in the InfoNet. CDFSS and InfoNet Users are responsible for correcting data problems with InfoNet User data upon discovering any data problems or when notified of such by the AUTHORITY.

15. Indemnification/Limitation of Liability. Neither the AUTHORITY nor CDFSS shall have liability of any kind for any damages caused by or arising out of the loss or accuracy of data stored by the AUTHORITY, or any incidental, special, or consequential damages. CDFSS shall indemnify and hold harmless the AUTHORITY for CDFSS' errors, omissions, and liabilities that arise from CDFSS' use of the InfoNet or data contained therein and the AUTHORITY shall indemnify and hold harmless CDFSS for the AUTHORITY'S errors, omissions and liabilities that arise from the Authority's use of the InfoNet or data contained therein.

16. Compatibility of Equipment. CDFSS shall obtain and use equipment for access to the InfoNet that adheres to specifications developed by the AUTHORITY. The AUTHORITY is not responsible for developing, configuring, or maintaining the InfoNet system to accommodate the use of any equipment that does not adhere to AUTHORITY equipment specifications.

17. Independent Contractor. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this agreement shall have any

right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

18. Assignment. CDFSS may not assign, subcontract, or transfer any interests in the work subject of this agreement without AUTHORITY'S prior written consent. In the event the AUTHORITY gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as CDFSS is hereby bound and obligated.

The AUTHORITY may transfer the subject matter of this agreement to another State agency after giving written notice to CDFSS. In case of assignment, CDFSS has the right to terminate the contract before the expiration of the contract period as stated in Section 5.

19. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

20. Severability. If any term or condition of this agreement is declared illegal, void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of this agreement. The remaining terms and conditions shall remain in full force and effect, and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

21. Applicable Law. This agreement shall be governed and construed in accordance with the laws of the State of Illinois.

22. Amendments and Modifications. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

23. Survival. The definitions in this agreement and the respective rights and obligations of the parties under Sections 9, 10, 11, 12, 13, 15 and 21 shall survive any termination or expiration of this agreement.

24. Force Majeure. In the event that either party is unable to perform any of its obligation under this agreement or to enjoy any of its benefits because of (or if loss of the services is caused by) natural disaster, action or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event") the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended. If the period of nonperformance exceeds 30 days

from the receipt of notice of the Force Majeure Event, the party whose performance has not been so affected may, by giving written notice, terminate this agreement.

25. Availability of Appropriations. The AUTHORITY will use its best efforts to secure sufficient appropriations to fund the InfoNet. However, the AUTHORITY'S obligations hereunder shall cease immediately, without penalty or further performance being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to continue support of the InfoNet. The AUTHORITY shall determine whether amounts appropriated are sufficient. The AUTHORITY shall give InfoNet USER notice of insufficient funding as soon as practicable after the AUTHORITY becomes aware of the insufficiency.

Notwithstanding anything to the contrary, the payments being provided under this agreement by CDFSS are subject to the appropriation and availability of City funds. In the event that no funds or insufficient funds relating to the agreement are appropriated and budgeted in any fiscal period of the City which governs the funds to be made available under this agreement, the City shall notify AUTHORITY of such occurrence and this agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated in connection to this agreement are exhausted.

26. Data Re-Use. CDFSS agrees that any and all data accessed shall be used expressly and solely for the purposes enumerated in the agreement. CDFSS may only share or disseminate InfoNet data when the above specifications are met and the dissemination is in accordance with the privacy provisions of the Illinois Domestic Violence Act (750 ILCS 60/227).

27. Data Breach. CDFSS agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act (PIPA), (815 ILCS 530/1 *et seq.*), and other applicable Illinois breach disclosure laws and regulations. CDFSS will immediately notify the AUTHORITY if security of any Personal Information – as defined in PIPA - has been breached, and will provide information as to that breach in such detail as requested by the AUTHORITY. CDFSS will, if requested by the AUTHORITY, notify any affected individuals of such breach at the sole cost of CDFSS.

28. Integration. This agreement, including any attachments, constitutes the complete and exclusive statement of agreement between the parties, which supersedes and/or terminates all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

29. Return of Funds. Any funds remaining that are not expended or legally obligated by the Authority, including those funds obligated to subrecipients and/or subcontractors, at the end of the Agreement period, or in the case of capital improvement funds at the end of the time period funds are available for expenditure or obligation, shall be returned to CDFSS within forty-five (45) days.

30. Acceptance. The terms of this agreement are hereby accepted and executed by the proper authorized officers and officials of the parties hereto.

Delrice Adams Date
Acting Executive Director
Illinois Criminal Justice Information Authority

Brandie V. Knazze Date
Acting Commissioner
Chicago Department of Family & Support Services