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City Council Document Tracking Sheet

Meeting Date:	11/2/2011
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Housing Authority regarding 2011 services
Committee(s) Assignment:	Committee on Budget and Government Operations



Budget

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 2, 2011

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding 2011 services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "**City**") is a home rule municipality as described in Section 6 (a), Article VII of the 1970 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, through its Department of Police ("**CPD**") desires to enter into an intergovernmental agreement (the "**Agreement**") with the Chicago Housing Authority, an Illinois municipal corporation ("**CHA**") for supplemental police services; and

WHEREAS, the CHA desires to enter into the Agreement with CPD; now therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Superintendent of CPD (the "**Superintendent**") or a designee of the Superintendent are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Superintendent or the Superintendent's designee shall approve (execution of the Agreement by the Superintendent or the Superintendent's designee constituting conclusive evidence of such approval), and to 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 implementation of the Agreement.

Section 3. Invalidity of any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

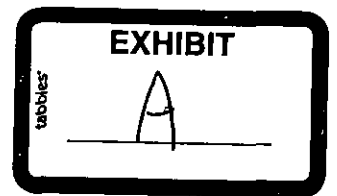
Section 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A:

Intergovernmental Agreement for Supplemental Police Services



CONTRACT NO. _____

Intergovernmental Agreement for Supplemental Police Services

This Intergovernmental Agreement (the "**Agreement**") is made as of the 1st day of January 2011 (the "**Effective Date**") by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation ("**CHA**") and the **CITY OF CHICAGO**, Illinois, a municipal corporation and home rule unit of government under Article VII, Section 6 (a) of the 1970 Constitution of the State of Illinois, (the "**City**"), acting through its Department of Police (the "**CPD**").

RECITALS:

WHEREAS, the CHA and the City have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development (the "**HUD**"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances, and

WHEREAS, for purposes of this Agreement, baseline services are defined as the current level of the ordinary and routine services provided by the local police department, including patrols, police officer responses to 911, communications and other calls for police services, and investigative follow-up of criminal activity to CHA residents as part of the overall deployment of police resources by the City, and as set forth in:

- (i) the Consolidated Cooperation Agreement by and between the City and the CHA, dated July 24, 1957, as amended on June 22, 1959 and on February 10, 1969 (the "**Cooperation Agreement**"); and
- (ii) the Intergovernmental Agreement by and between the CHA and the City dated September 16, 1997 for the benefit and protection of all CHA residents as residents of the City to the level established in the Cooperation Agreement.

The above is collectively hereinafter referred to as the "**Baseline Services**"; and

WHEREAS, in October 1999, the CHA disbanded the Chicago Housing Authority Police Department and entered into Intergovernmental Agreements with the City starting on January 1, 2000 and subsequent thereto to obtain supplemental police services to be provided by the CPD, which have been defined as services that are over and above the Baseline Services ("Supplemental Services"); and

WHEREAS, it is the intent of the CHA and CPD that the Supplemental Services required under the Agreement will be performed by CPD on behalf of the CHA in its official capacity as the legal law enforcement agency of the City of Chicago; and

WHEREAS, the CHA and the City desire to enter into the Agreement to have CPD provide Supplemental Services through dedicated police patrol watches primarily at mutually determined CHA developments as necessary and as hereinafter set forth for purposes including, but not limited to, eliminating drug-related crimes and violent crimes and improving safety and security for residents; and

WHEREAS, tracking and reporting crime data is a critical element in: (i) the assessment of crime and criminal activities, (ii) security needs, and CPD is capable of tracking such data; and

WHEREAS, CPD is ready, willing and able to continue to provide the Supplemental Services and track and report crime data, as set forth hereunder.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the City hereby agree as follows:

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

1.01 The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

ARTICLE TWO: SUPPLEMENTAL POLICE SERVICES

2.01 **General.** CPD will provide the following Supplemental Services, subject to the mutual agreement of the CHA and CPD, based upon need, to any CHA developments that may require Supplemental Services from time-to-time, subject to the Superintendent's discretionary authority to shift police resources and activity to meet the needs of the City as a whole.

- a. **Police Patrol Watches.** CPD will provide dedicated watches of police officers each day at CHA locations as the needs are mutually determined by the CHA and

CPD, with an adequate number of police officers for each watch. The numbers of officers, who will work overtime hours, and who will be assigned to the watches at developments will be mutually determined and agreed upon by the CHA and CPD. When necessary, and as determined solely by CPD, police officers may be re-deployed to other CHA locations to address police emergencies. If redeployment is necessary, notification shall be made as soon as possible to CHA's liaison to CPD. The assigned supervisors will ensure that their teams sign in on a log provided by CHA in the office of the property manager for the assigned development, during normal business hours. CPD shall have the discretion to overlap the watches and to vary the starting time of the watches to provide adequate coverage at the times that are mutually determined to be most needed. Nothing contained herein shall preclude the emergency use of CPD officers or equipment referred to herein at the discretion of the superintendent during emergencies.

- b. Operations. Police officers assigned to provide police patrol watches at assigned CHA developments as part of the Supplemental Services shall at a minimum:
1. Respond to all calls or reported crimes.
 2. Provide vertical foot patrols and conducting interior and exterior property grounds check, front and rear.
 3. Stop trespassing on CHA premises.
 4. Stop vandalism and damage to personal and/or real property.
 5. Monitor and prevent potential gang activities.
 6. Stop drug use and sales and/or other illegal activities by taking appropriate action if observed.
 7. Attend all criminal court hearings and all administrative hearings when requested as a witness for the CHA, where police activity was involved, such as when the CHA initiates forcible entry and detainer cases against residents for criminal activity, etc.
 8. Act upon any acts of domestic violence.
 9. Act upon any unauthorized or unlawful activities and illegal entries into residences.
 10. Increase car patrols and foot patrols on CHA premises
 11. Provide a police presence at CHA facilitated functions, when notified

by CHA, where crowd control is necessary or the CHA anticipates a hostile environment,

12. Provide reports and/or other information to CHA's property managers immediately following any incident occurring at a CHA development or as soon as practical thereafter. Report should describe the incident, address of occurrence, and name of persons involved.

c. Duties of Assigned Officers. Officers unwilling to engage in acts that lead to crime reduction at assigned CHA locations shall not be permitted to participate in this Agreement. Officers will perform duties similar to those of beat officers and in accordance with the CPD Policing Strategy will also provide the following functions:

1. Develop and maintain an in-depth knowledge of the assigned developments by analyzing crime trends and regularly interacting with residents to determine crime and safety concerns.
2. Meet with CHA residents within the developments covered by this supplemental services agreement or other assigned developments at monthly community/security meetings to identify and prioritize problems.
3. Attend beat community and beat team meetings.
4. Maintain a physical presence at the assigned developments covered by the Supplemental Services.
5. Implement priority problem strategies and promptly complete service requests.
6. Increase and maintain high visibility patrols.
7. Complete beat plan forms for priority problems (information in these forms will be integrated into the beat plan).
8. Break up large crowds and unplanned gatherings at or near assigned CHA locations.
9. Initiate contact cards on persons when legally permissible.

2.02 **Policing Strategy.** CPD will consult with the CHA to customize and deliver the Supplemental Services.

2.03 **Vertical Patrol Teams/Foot Patrol Teams/Car Patrol Teams.** CPD will create and implement vertical foot patrol teams within the parameters of the CHA Policing Strategy for assigned developments. Also, CPD will increase the level of car patrol teams for assigned developments. These teams will work to control, reduce and prevent violent/non-violent crime, drug use, drug trafficking and drug related crime as provided in the CHA Policing Strategy. CPD shall, following said foot patrols, report to CHA's property managers during normal business hours or to CHA's Emergency Services, if after normal business hours, any irregularities noted during the patrols, including, but not limited to, vandalized units, lights out in stairwells or corridors and any abnormal or unusual conditions observed in vacant units, electrical closets, and laundry and storage rooms. CPD Officers performing vertical patrols and foot patrols shall sign-in a Patrol Log in the Property Management Office, when accessible to CPD, to indicate their presence within the CHA development.

2.04 **Interagency Cooperation.** As part of the CHA Policing Strategy, CPD will regularly and routinely coordinate, cooperate and share relevant data with the following law enforcement task forces to increase such task forces' capability to reduce drug distribution in CHA's public housing developments, including Targeted Developments:

- a. High Intensity Drug Trafficking Area Task Force (HIDTA);
- b. Drug Enforcement Administration Task Force (DEA); and
- c. Federal Bureau of Investigation Task Force (FBI).

2.05 **Reports and Data.** CPD will provide the CHA with the following reports and data:

- a. Weekly reports showing activity of officers who work special deployment on the CHA Program. CPD shall be responsible to collect and assemble all information and data from the officers regarding their police activities at the completion of their shifts.
- b. Crime statistics and other relevant data (including Index, Non-Index Crimes, Incidents without arrests on or near CHA property, Arrests on or near CHA property). Reports shall be provided on a quarterly basis;
- c. Detailed report of the activity of Officers exclusively assigned to developments. The frequency of reports shall be agreed upon between the parties.
- d. Information, narrative reports and data necessary to support CHA initiatives based on criminal activity and drug related criminal activity of residents and their guests on or off public housing property. Reports shall be provided on a weekly basis.

- e. Reports on criminal trespass cases that were referred to the State's Attorney's Office, including information that describes the offender and the location and date of the offense. Reports to be provided on a monthly basis.
- f. When and if arrests are made on CHA property, the CHA shall be notified by CPD of the arrest. CPD may use arrest blotters or logs to transmit this information.
- g. Such reports and data shall meet the requirements of the CHA and HUD, when required. On an annual basis, at such place and time, as agreed upon by the parties, the parties shall meet to review the reporting requirements and determine the need for any modifications.

2.06 **CHA Analyst.** CPD will assign an analyst to the Department's Crime Prevention and Information Center for the 2nd Watch to provide reports and data to CHA as set forth under Section 2.05 above daily, and also to provide immediate notifications to CHA, when on-duty.

2.07 **Audit Requirement.** The CHA retains an irrevocable right on behalf of itself and HUD to independently, or through a third party, review and/or audit the CPD's books and records pertaining to this Agreement. The CHA retains the right to conduct the audit for three (3) years from the date of final payment under this Agreement as required by the Federal Acquisitions Streamlining Act of 1994.

ARTICLE THREE: AGREEMENT TERM

3.01 **Term.** The Agreement term shall be for the period of January 1, 2011 through December 31, 2011.

ARTICLE FOUR: COMPENSATION

4.01 **Amount of Compensation.** The CHA shall pay CPD an amount not to exceed \$6,000,000.00 for the performance of the Supplemental Services required by this Agreement. CPD agrees not to perform and waives any and all claims for payment of work that would result in billings beyond this amount without prior written amendment to this Agreement authorizing said additional work.

4.02 **Payment.**

- a. During the term of the Agreement, CPD shall submit separate quarterly invoices with supporting documentation as required by the CHA for payment in arrears. Each invoice shall at a minimum document the names and/or badge numbers of the officers performing the services and the number of hours worked and allocate

any expenses associated with the Services performed for the quarter being invoiced. CPD agrees that it will not invoice the CHA for the cost of police officers under this Agreement with respect to any services that are also funded under other HUD programs or programs of other Federal agencies.

- b. Personnel costs and all related expenses incurred in performing the Supplemental Services by CPD under this Agreement and invoiced in accordance with the aforementioned section 4.02 (a) will be paid, to the fullest extent possible, using available funds in accordance with applicable law.

4.03 **Non-Appropriation.** Funding for this Agreement is subject to: (a) availability of Federal funds, and (b) the approval of funding by CHA's Board of Commissioners. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall notify CPD of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payment shall be made or due to CPD under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

ARTICLE FIVE: TERMINATION

5.01 **Termination.** Either party may terminate this Agreement, or any portion thereof, at any time by giving sixty (60) days notice in writing to CPD. It is the intent of each party to this Agreement that their commitments made hereunder are conditioned upon the satisfactory performance of the commitments made by the other party hereto.

ARTICLE SIX: COMMUNICATION AND NOTICES

6.01 **Communication Between the Parties.** All verbal and written communication including required reports and submissions between CPD and CHA shall be through CPD and CHA's Director of Operations. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedures, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

6.02 **Notices.** Any notices sent to CPD shall be mailed by certified mail, postage prepaid to:

Superintendent of Police
Chicago Police Department

3510 South Michigan Avenue, 5th Floor
Chicago, Illinois 60653

With a copy to:

Corporation Counsel City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Any notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
60 E. van Buren St, 12th Floor
Chicago, Illinois 60605

With a copy to:

General Counsel
Chicago Housing Authority
60 E. van Buren St, 12th Floor
Chicago, Illinois 60605

ARTICLE SEVEN: ADDITIONAL PROVISIONS

7.01 **Amendments.** This Agreement and the schedules and exhibits (if any) attached hereto may not be modified or amended except by an agreement in writing signed by the parties.

7.02 **Complete Agreement.** This Agreement, including any schedules, figures, exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

7.03 **Limitation of Liability.** No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to the CHA or any successor in interest to the CHA in the event of any default or breach by the City or for any amount which may become due to the CHA or any successor in interest, from the City or on any obligation under the terms of this Agreement.

7.04 **Further Assurances.** Each of the City and the CHA agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications

as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

7.05 **Waivers.** No party hereto shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Neither prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

7.06 **Remedies Cumulative.** The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

7.07 **Parties in Interest/No Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the CHA, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the CHA.

7.08 **Non-liability of Public Officials.** No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

7.09 **Independent Contractor.** CPD shall perform under this Agreement as an independent contractor to the CHA as the official law enforcement agency of the City of Chicago and not as a representative, employee, agent, or partner of the CHA.

7.10 **Titles and Headings.** The Article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

7.11 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had

signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

7.12 **Severability.** If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

7.13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

7.14 **Form of Documents.** All documents required by this Agreement to be submitted, delivered or furnished to the City or the CHA shall be in form and content satisfactory to the City or the CHA.

7.15 **Assignment.** Each of the City or the CHA may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the other party.

7.16 **Binding Effect.** This Agreement shall be binding upon the City and the CHA, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City and the CHA, and their respective successors and permitted assigns (as provided herein).

7.17 **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, neither the City nor the CHA nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

7.18 **Schedules and Exhibits.** All of the schedules and exhibits attached hereto (if any) are incorporated herein by reference. Any schedules and exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

7.19 **Construction of Words.** The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

7.20 **Survival of Agreements.** Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

7.21 **Compliance with all Laws/Governmental Orders.** The parties shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the Federal, State and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

7.22 **Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the CHA and the City, acting through the CPD have executed this Agreement as of the date first written above.

CITY OF CHICAGO, DEPARTMENT OF POLICE

CHICAGO HOUSING AUTHORITY

By: _____
Garry F. McCarthy
Superintendent of Police

By: _____
Valerie Hawthorne-Berry, Director
Procurement and Contracts

Approved as to Form and Legality:
Chicago Housing Authority
Office of the General Counsel

By: _____
Scott W. Ammarell
General Counsel