



City of Chicago



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Meeting Date:

7/30/2014

Sponsor(s):

Emanuel (Mayor)

Type:

Ordinance

Title:

Intergovernmental agreement with Chicago Housing Authority and Department of Administrative Hearings for sharing of case information

Committee(s) Assignment:

Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

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

Ladies and Gentlemen:

At the request of the Director of Administrative Hearings, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Housing Authority.

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 unit of government as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government affairs; and

WHEREAS, the Chicago Housing Authority, a municipal corporation (the "CHA"), is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families and low-income senior citizens; and

WHEREAS, in furtherance of this mission, the CHA subsidizes private landlords by and through the Housing Choice Voucher Program (also known as "Section 8"); and

WHEREAS, the City, through its Department of Administrative Hearings ("DOAH"), is charged with the responsibility of adjudicating property-related municipal code violations including, among other matters, building and sanitation code tickets; and

WHEREAS, DOAH maintains accurate and current information concerning the status of all DOAH cases involving properties with alleged code violations (the "Case Information"); and

WHEREAS, DOAH has determined it is appropriate and in the best interest of the City and its citizens to share Case Information with the CHA, subject to certain terms and conditions; and

WHEREAS, the parties propose to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement"); and

WHEREAS, on June 17, 2014 the Board of Commissioners of the CHA enacted a resolution authorizing the CHA to enter into the Agreement; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Director of the Department of Administrative Hearings (the "Director"), or his or her designee, is hereby authorized to execute and deliver the Agreement with the CHA in substantially the form attached hereto as Exhibit A, with such changes as the Director may approve, provided that such changes do not amend any essential term of the Agreement (execution of the Agreement by the Director or his or her delegate 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 the implementation of the Agreement.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any 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 other provision of this ordinance.

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

Exhibit A to the Ordinance

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO, BY AND THROUGH
ITS DEPARTMENT OF ADMINISTRATIVE HEARINGS,
AND THE CHICAGO HOUSING AUTHORITY
FOR SHARING OF CASE INFORMATION**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into as of _____, 2014 ("Effective Date") is by and between the City of Chicago (the "City"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Administrative Hearings ("DOAH"), and the Chicago Housing Authority, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et. seq. of the Illinois Compiled Statutes (the "CHA"). For the purposes of the Agreement, the City and DOAH shall collectively be referred to as the "City."

WHEREAS, the CHA operates a program known as the "Housing Choice Voucher Program" (hereinafter referred to as the "HCV Program" or "Section 8"), which provides rental subsidies to private property owners renting units to Section 8 voucher holders in the City; and

WHEREAS, the HCV Program currently subsidizes approximately 37,000 addresses across the City; and

WHEREAS, the CHA has requested that DOAH share Case Information (as hereinafter defined in Section 2) about cases involving alleged City Code violations so that CHA can identify which properties receiving Section 8 subsidies are involved in the DOAH hearing process; and

WHEREAS, the goal of the CHA in requesting the Case Information is for the HCV Program to be able to stop payments to property owners who are not in compliance with City Codes and to induce these owners to make necessary repairs to their properties; and

WHEREAS, DOAH has decided to grant the CHA access to the Case Information by providing monthly read-only reports that can be searched by the CHA for matches to properties receiving Section 8 subsidies;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between the City and the CHA that the following terms and conditions shall control the agreed access to the Case Information:

1. Incorporation of Recitals. The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **CHA Access to Case Information.** DOAH will prepare a monthly read-only electronic report for the CHA containing the Case Information at a time and in a form acceptable to the parties. For purposes of this Agreement, "Case Information" is defined as information regarding the status of all DOAH cases involving properties with alleged City Code violations filed within the calendar year. The Case Information will be updated by DOAH monthly with all new filings and case dispositions. The reports provided to the CHA will be searchable so that CHA is able to match property addresses to the addresses of HCV Program properties.

3. **Case Information Provided "As Is".** The CHA agrees that the Case Information will be provided by DOAH on an "AS IS" basis. The CHA acknowledges and agrees that the City assumes no responsibility for the accuracy of the Case Information and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate information provided by DOAH to the CHA in the monthly reports or in any other form.

4. **Use of Case Information.** The CHA acknowledges that it is entrusted with or has access to important and potentially confidential information of the City and that with respect to such information the CHA agrees to be held to the standard of care of a fiduciary. The Case Information shall not be used for any purpose other than the intended and legitimate use described in this Agreement. The CHA will be responsible for the security of this information, including the prevention of any unauthorized use, and shall not disclose such information to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the CHA, without the prior express written consent of DOAH, or as required by law. The CHA shall be responsible for any unauthorized use or disclosure of the Case Information. Upon termination of this Agreement, the CHA shall immediately return to DOAH all documents containing the Case Information, whether tangible, electronic or otherwise, in its custody, possession or control. Breach of the provisions of this paragraph shall be deemed a material breach that will allow the City, at its sole option, to immediately terminate this Agreement.

5. **Compensation.** The parties agree that each shall be responsible for its own costs and expenses incurred in performance of its obligations under this Agreement.

6. **Term of Agreement.** This Agreement is for a term commencing on its Effective Date and shall expire ten (10) years thereafter, unless terminated sooner as provided herein. Either party may terminate this Agreement for convenience or for any reason upon giving thirty (30) days written notice to the other party.

7. **Notices.** Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, including e-mail; (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Administrative Hearings
Attention: Director
740 North Sedgwick Street, 6th Floor
Chicago, Illinois 60654

With a copy to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602

To the CHA: Chicago Housing Authority
Attention: General Superintendent
60 East Van Buren
Chicago, Illinois 60605

With a copy to: Chicago Housing Authority
General Counsel
60 East Van Buren
Chicago, Illinois 60605

Such addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

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

9. Hold Harmless. The CHA agrees to hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fine or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized use, access to and/or release of the Case Information resulting from the acts or omissions, including negligence or misconduct of the CHA, its employees, agents or subcontractors in the performance of this Agreement.

10. **Force Majeure.** The CHA acknowledges that the City agrees to provide read-only monthly reports containing the Case Information to the CHA as an accommodation to the CHA. The City shall not be responsible for any failure to deliver information in a timely manner or at all, in the event that the City suffers a breakdown of its computer-stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of the City to provide the services described in this Agreement. DOAH shall notify the CHA of any such event that may delay or preclude provision of the Case Information.

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

12. **Miscellaneous Provisions:**

- a. **Integrated Agreement.** This Agreement constitutes the entire agreement between the parties concerning access by the CHA to the Case Information and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. **Assignment.** The CHA may not assign any right or obligation hereunder without the prior express written consent of the City. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. **Implementation.** Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
- d. **Compliance.** Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- e. **Waiver.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of its provisions shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach.

- f. Severability. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of the provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion(s), and to this end such provisions are declared to be severable.
- g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the date first written above.

**CITY OF CHICAGO, DEPARTMENT OF
ADMINISTRATIVE HEARINGS**

By:

Patricia Jackowiak
Director/Chief Administrative Law Judge

CHICAGO HOUSING AUTHORITY

By:

Michael R. Merchant
Chief Executive Officer

Approved by:

Chicago Housing Authority
Office of the General Counsel