

# City of Chicago

# Office of the City Clerk

# **Document Tracking Sheet**



O2017-1956

Meeting Date:

Sponsor(s):

Type:

Title:

3/29/2017

Emanuel (Mayor)

Ordinance

Intergovernmental agreement with Chicago Park District for additional police services on Chicago Park District properties and lakefronts Committee on Public Safety

Committee(s) Assignment:



#### OFFICE OF THE MAYOR

#### CITY OF CHICAGO

RAHM EMANUEL MAYOR

March 29, 2017

# 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 approving the execution of an intergovernmental agreement with the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Enances

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 Chicago Park District, an Illinois municipal corporation, (the "**Chicago Park District**") and the City have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Chicago Park District is engaged in the development and operation of safe, decent and sanitary parks, play lots, beaches and open spaces; and

WHEREAS, the Chicago Park District and the City, acting through its Department of Police ("CPD") have agreed that additional police services ("Additional Services"), which are over and above the baseline services regularly provided by CPD, are necessary and beneficial; and

WHEREAS, it is the intent of the Chicago Park District and CPD that such Additional Services will be performed by CPD on behalf of the Chicago Park District in its official capacity as the legal law enforcement agency of the City of Chicago; and

WHEREAS, the Chicago Park District and the City desire to enter into an Agreement to have CPD provide Additional Services through dedicated police patrol watches primarily at mutually determined Chicago park locations along the lakefront as deemed necessary and for other law enforcement purposes including, but not limited to, eliminating violent crimes and drug-related crimes, and improving safety and security for Chicago residents; NOW THEREFORE,

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

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

<u>Section 2</u>. <u>Authority</u>. 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 Intergovernmental Agreement for Additional Police Services between the City of Chicago and the Chicago Park District (the "<u>Agreement</u>") in substantially the form attached hereto as <u>Exhibit A</u>, with such changes, deletions and insertions thereto as the Superintendent or the Superintendent's designee (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.

<u>Section 3</u>. <u>Invalidity of Any Section</u>. 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.

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<u>Section 4</u>. <u>Superseder</u>. All ordinances, resolutions, motions or orders in conflict will this ordinance are hereby repealed to the extent of such conflict.

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

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# INTERGOVERNMENTAL AGREEMENTS

FOR

### ADDITIONAL POLICE SERVICES

This Intergovernmental Agreement (the "Agreement") is made as of the 1<sup>st</sup> day of July 2016 (the "Effective Date") by and between the CHICAGO PARK DISTRICT, an Illinois municipal corporation ("Chicago Park District") 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 Chicago Park District and the City have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, the Chicago Park District is engaged in the development and operation of safe, decent and sanitary parks, play lots, beaches and open spaces; and

WHEREAS, for purposes of this Agreement, baseline services are defined as the current level of the ordinary and routine services provided by the CPD, including patrols, police officer responses to 911 communications and other calls for police services, and investigative follow-up of criminal activity to residents of the City of Chicago. These services are collectively hereinafter referred to as the "Baseline Services"; and

WHEREAS, this Agreement with the City starting in 2016 and subsequent thereto is to obtain additional police services to be provided by the CPD, which have been defined as services that are over and above the Baseline Services ("Additional Services"); and

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

WHEREAS, the Chicago Park District and the City desire to enter into this Agreement to have CPD provide Additional Services through dedicated police patrol watches primarily at mutually determined Chicago park locations along the lakefront as deemed necessary and as hereinafter set forth for law enforcement purposes including, but not limited to, eliminating violent crimes and drug-related crimes, and improving safety and security for Chicago residents; and

**WHEREAS** CPD is ready, willing and able to provide Additional Services, as set forth hereunder.

**NOW THEREFORE,** in consideration of the mutual promises and the terms and conditions set forth herein, the Chicago Park District 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: ADDITIONAL POLICE SERVICES

2.01 <u>General.</u> CPD will provide the following Additional Services, subject to the mutual agreement of the Chicago Park District and CPD, based upon need, to any Chicago lakefront locations and other Chicago Park District locations that may require Additional Services from time-to-time, subject to the CPD Superintendent's discretionary authority to shift police resources and activity to meet the needs of the City as a whole:

- Police Patrol Watches. CPD will schedule dedicated police officers each <u>a.</u> day at Chicago Park District lakefront locations as the needs are mutually determined by the Chicago Park District and CPD, with an adequate number of police officers for each watch. The number of officers, who will work overtime hours on their respective days off at overtime rates of pay, and the number of officers who will be assigned to the Chicago Park District locations will be mutually determined and agreed upon by the Chicago Park District and CPD. When necessary, and as determined solely by CPD, police officers may be re-deployed to other locations to address police emergencies. If redeployment is necessary, notification shall be made as soon as possible to Chicago Park District's liaison to CPD. If redeployed, CPD shall keep records of the amount of time police officers were unavailable for Chicago Park District duties, and the Park District shall be credited accordingly. Nothing contained herein shall preclude the emergency use of CPD officers or equipment referred to herein at the discretion of the CPD Superintendent during emergencies.
- <u>b.</u> <u>Operations.</u> Police Officers assigned to provide police patrol watches at Chicago Park District locations as part of the Additional Services shall at a minimum:

1. Respond to all calls or reported crimes;

2. Conduct interior and exterior property grounds check, front and rear.

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- 3. Stop trespassing on Chicago Park District 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. Act upon any acts of domestic violence;
- 8. Act upon any unauthorized or unlawful activities and illegal entries into Park District properties;

<u>c.</u> <u>Duties of Assigned Officers</u>. Officers will perform the duties of beat officers in accordance with the CPD Policing Strategy and will also provide the following functions:

- 1. Develop a working knowledge of the assigned Chicago Park District locations by analyzing crime trends and regularly interacting with citizens to determine crime and safety concerns.
- 2. Maintain a physical presence at the assigned Chicago Park District locations covered by the Additional Services.
- 3. Increase and maintain high visibility foot and car patrols.
- 4. Break up large crowds and unplanned gatherings at or near assigned Chicago Park District locations.

2.02 <u>Policing Strategy</u>. CPD will consult with the Chicago Park District to customize and deliver the Additional Services.

2.03 <u>Patrol Teams</u>. CPD will create and implement patrol teams in such a manner to make their presence known throughout assigned Chicago Park District locations. Chicago Park District security will be provided the schedule, location of officers to be assigned on a timely basis to develop an overall security strategy for the Park District. Additional Services teams will work to control, reduce and prevent violent and non-violent crimes, drug use, drug trafficking and drug related crimes.

2.04 <u>Audit Requirement</u>. The Chicago Park District retains an irrevocable right, or through a third party, to review and/or audit the CPD's books and records pertaining to this Agreement. The Chicago Park District 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 <u>Term</u>. The Agreement term shall be for a three year period starting July 1, 2016 through June 30, 2019.

#### ARTICLE FOUR: COMPENSATION

4.01 <u>Amount of Compensation</u>. The Chicago Park District shall pay CPD an amount not to exceed \$2,000,000 for 2016, \$4,000,000.00 for 2017 and 2018 and \$2,000,000 for 2019 for the performance of the Additional Services required by this Agreement. All officers assigned under this Agreement shall work overtime hours on their respective days off at overtime rates of pay, except in those instances where a retroactive increase or premium pay, incurred during the term of this Agreement, if any, is provided for by the CPD's General and/or Special Orders, or where such payment, if any, is otherwise required by law. CPD shall establish procedures for the officers to receive their pay under this Agreement through the CPD's payroll system. Officers shall not be eligible for pay from the Chicago. Park District during any time they are redeployed for over one (1) hour as per Section 2.01(a) of this Agreement. Any redeployment for less than one (1) hour shall not count as a full hour for the purposes of compensation.

#### 4.02 Payment.

- a. During the term of the Agreement, CPD shall submit separate detailed monthly invoices with supporting documentation as required by the Chicago Park District for payment in arrears. Each invoice shall at a minimum document the names and/or badge numbers of the officers performing the services, the number of hours worked, the park locations at which the hours were worked and allocate any direct payroll expenses associated with the Services performed for the month being invoiced.
- b. Personnel costs incurred in performing the Additional 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.
- c. Chicago Park District shall remit all payments to the City of Chicago, Office of Budget Management, Room 604, City Hall, 121 N. LaSalle St., Chicago, IL 60602.

4.03 <u>Non-Appropriation</u>. Funding for this Agreement is subject to: (a) availability of funds and (b) the approval of funding by Chicago Park District's Board. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Chicago Park District for payments to be made under this Agreement, then the Chicago Park District shall notify the City of Chicago 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 Chicago Park District to fund payments hereunder.

#### **ARTICLE FIVE: TERMINATION**

5.01 <u>Termination</u>. Either party may terminate this Agreement, or any portion thereof, at any time by giving sixty (60) days' notice in writing to the other party. 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** <u>Communication Between the Parties</u>. All verbal and written communication including required reports and submissions between CPD and Chicago Park District shall be through CPD and Chicago Park District's Director of Security. 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 Procedure, 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.</u>

6.02 <u>Notices</u>. Any notices sent to CPD shall be mailed by certified mail, postage prepaid to:

Superintendent of Police Chicago Police Department 3510 South Michigan Avenue, 5<sup>th</sup> Floor Chicago, Illinois 60653

With a copy to:

General Counsel Chicago Police Department 3510 South Michigan Avenue, 5<sup>th</sup> Floor Chicago, IL 60653

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

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Any notices sent to the Chicago Park District shall be mailed by certified mail, postage prepaid to:

Director of Security Chicago Park District 541 North Fairbanks Chicago, Illinois 60611.

With a copy to:

General Counsel Chicago Park District 541 North Fairbanks, Suite 300 Chicago, Illinois 60611

## ARTICLE SEVEN: ADDITIONAL PROVISIONS

7.01 <u>Amendments</u>. 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 <u>Complete Agreement</u>. 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 <u>Limitation of Liability</u>. No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to the Chicago Park District or any successor in interest to the Chicago Park District in the event of any default or breach by the City or for any amount which may become due to the Chicago Park District or any successor in interest, from the City or on any obligation under the terms of this Agreement.

7.04 **<u>Further Assurances</u>**. Each of the City and the Chicago Park District 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 <u>Remedies Cumulative</u>. 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 <u>Parties in Interest/No Third Party Beneficiaries</u>. 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 Chicago Park District, 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 Chicago Park District.

7.08 <u>Non-liability of Public Officials</u>. 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 <u>Independent Contractor</u>. CPD shall perform under this Agreement as an independent contractor to the Chicago Park District as the official law enforcement agency of the City of Chicago and not as a representative, employee, agent, or partner of the Chicago Park District.

7.10 <u>Titles and Headings</u>. 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 <u>Counterparts</u>. 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Form of Documents</u>. All documents required by this Agreement to be submitted, delivered or furnished to the City or the Chicago Park District shall be in form and content satisfactory to the City or the Chicago Park District.

7.15 <u>Assignment</u>. Each of the City or the Chicago Park District 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 <u>Binding Effect</u>. This Agreement shall be binding upon the City and the Chicago Park District, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City and the Chicago Park District, 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 Chicago Park District 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 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 <u>Construction of Words</u>. 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 <u>Survival of Agreements.</u> 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 <u>Compliance with all Laws/Governmental Orders.</u> 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 <u>Venue and Consent to Jurisdiction.</u> 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.

#### 7.23 2014 City Hiring Plan Prohibitions

- (i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the 2014 City Hiring Plan) entered into Shakman v Democratic Organization of Cook County. Case No. 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in nonexempt positions on the basis of political reasons or factors.
- (ii) The Chicago Park District is aware that City policy prohibits City employees from directing any individual to apply for a position with the Chicago Park District, either as an employee or as a subcontractor, and from directing the Chicago Park District to hire an individual as an employee or as a subcontractor. Accordingly, the Chicago Park District must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Chicago Park District under this Agreement are employees or subcontractors of the Chicago Park District, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Chicago Park District.
- (iii) The Chicago Park District will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office.

Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to the Chicago Park District by a City employee or City official in violation of <u>Section 7.23(ii)</u>, or advocating a violation of <u>Section 7.23(iii)</u>, the Chicago Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. The Chicago Park District will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

**IN WITNESS WHEREOF,** the Chicago Park District 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 PARK DISTRICT

By: \_\_

Eddie T. Johnson Superintendent of Police Michael P. Kelly General Superintendent & CEO

Approved as to Form and Legality: Chicago Law Department

Ву: \_\_\_\_\_

Approved as to Form and Legality: Chicago Park District

By:

By: \_

Timothy King General Counsel



Rahm Emanuel Mayor Department of Police - City of Chicago 3510 South Michigan Avenue - Chicago, Illinois 60653 Eddie T. Johnson Superintendent of Police

# MEMORANDUM

To: Maria Guerra First Deputy Director Mayor's Office of Legislative Counsel & Government Affairs Room 406

> Jeffrey Levine Legal Counsel Department of Law Room 600

Erin Keane First Deputy Budget Director Office of Budget and Management Room 604

From: Uddlee hunor

Eddie T. Johnson Superintendent of Police Department of Police

**Re:** Chicago Police Department providing additional police services to the Chicago Park District

Date: March 13, 2017

# I. SUMMARY

- A. Who: The Department of Police
- B. What: The City of Chicago will enter into an intergovernmental agreement with the Chicago Park district to provide additional police services on Chicago Park District properties in exchange for an amount not to exceed \$12 million over three (3) years starting 01 July 2016.
- C. When: The term of the Agreement is from July 1, 2016 to June 30, 2019. This Agreement may be extended by written agreement.

Emergency and TTY: 9-1-1 • Non Emergency and TTY: (within Chyeffinhs95-3-) • Non-Emergency and TTY: (outside City limits) (312) 746-6000 E-mail: clearpath@chicagopolice.org • Website: www.chicagopolice.org

# D. Where: Citywide.

E. **Time constraints:** The intergovernmental agreement between the Chicago Park District and the City of Chicago must be approved before the City can be compensated for services rendered in 2016.

II Affected Parties

A. Alderman NA

# B. Impacted City Departments and Government Agencies:

- 1. Agency: The Chicago Park District
- 2. Contact Person: Kimberly Dubuclet
- 3. **Phone Number**: 312-742-4594
- 4. **Agency's Position**: Supports the intergovernmental agreement
- 5. Analysis of the Position: The Chicago Police Department will provide additional police services that allow off-duty Chicago Police Officers to work for the Chicago Park District on their days off.

# C. Commission/Board Comments N/A

- D. Supporters N/A
- E. **Opponents** N/A

# III. REASONS FOR THE PROPOSAL

- A. The Chicago Police Department has incorporated increased police presence at Chicago Park District properties throughout the City of Chicago. This increased and more effective presence has produced a safer environment for all citizens of the City of Chicago.
- B. Existing Program: The Chicago Police Department has been providing additional police services since July 2016.
- C. New Initiative: NA
- D. Underlying Authority: The underlying authority is the intergovernmental agreement that will serve as a modification to the relationship between the City of Chicago and the Chicago Park District.

# **IV FINANCIAL INFORMATION**

- A. **Direct costs to the City:** Projected cost to the City of Chicago over the term of the agreement to continue the voluntary special employment program is approximately \$12 million, to be reimbursed by the Chicago Park District based on the IGA.
- B. The City's collateral interest: N/A
- C. Implementation and related costs: No additional costs.
- D. Potential loss in revenue, including waived fees: N/A
- E. Any additional financial risk to the City? NA
- V. APPLICANT INFORMATION
- A. Name of Entity: NA
- B. Nature of Entity: NA
- C. History of Entity: NA
- D. **Prior business with the City: NA**
- E. How was this entity selected: NA
- VI. CITY STAFF INFORMATION
- A. Heather Daniel
- B. Coordinator of Intergovernmental Affairs
- C. Police Department
- D. 3510 S. Michigan Avenue
- E. 745-6115
- F. 745-6995
- VII. OTHER INFORMATION
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No additional information.

#### Press Statement

Beginning July 1, 2016, the Chicago Police Department has incorporated increased police presence at Chicago Park District properties throughout the City of Chicago. This increased and more effective presence has produced a safer environment for all citizens of the City of Chicago. The intergovernmental agreement approved today by City council provides that the Chicago Park District will reimburse the City for these additional police services in an amount up to \$12 million over 3 years. The police services are provided by off-duty officers on their days off, as is done under agreements with the Chicago Transit Authority and the Chicago Housing Authority.