



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Legislation Details (With Text)

File #: O2012-8075
Type: Ordinance **Status:** Passed
File created: 11/15/2012 **In control:** City Council
Final action: 12/12/2012

Title: Intergovernmental agreement with Cook County regarding animal care job training and volunteer services by non-violent detainees at Cook County Department of Corrections facility at 2741 S Western Ave

Sponsors: Emanuel, Rahm

Indexes: Intergovernmental

Attachments: 1. O2012-8075.pdf, 2. O2012-8075.pdf

Date	Ver.	Action By	Action	Result
12/13/2012	1	Office of the Mayor	Signed by Mayor	
12/12/2012	1	City Council	Passed	Pass
12/11/2012	1	Committee on Budget and Government Operations	Recommended to Pass	Pass
11/15/2012	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 15, 2012

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

Ladies and Gentlemen:

At the request of the Executive Director of Animal Care and Control, I transmit herewith an ordinance authorizing the renewal of an Intergovernmental Agreement with the County of Cook regarding detainee

services.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City") and the County of Cook (the "County") are home rule units of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to their respective government and affairs; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Cook County Sheriff's Office (the "Sheriff") seeks to reduce recidivism at the Cook County Department of Corrections ("CCDOC") by providing meaningful work and skills to inmates that will enhance employment opportunities upon release; and

WHEREAS, the City's Commission on Animal Care and Control (the "Commission") is mandated to provide a clean and healthy environment for animals temporarily housed at its facility at 2741 South Western Avenue (the "Facility"); and

WHEREAS, the Commission is further responsible for humanely interacting with and handling dogs, cats, other domestic animals, reptiles and wildlife temporarily housed at the Facility; and

WHEREAS, non-violent CCDOC inmates in need of job skills are available on a voluntary basis to receive training to clean and feed animals at the Facility; and

WHEREAS, the Commission recognizes the opportunity to utilize detainee volunteers to help achieve its mandate; and

WHEREAS, the Commission currently seeks suitable detainee volunteers to perform services, including: cleaning and disinfecting animal cages in the areas in which animals are housed and treated, and feeding and watering of housed animals per established schedules; and

WHEREAS, the Sheriff and the Commission will mutually benefit from an arrangement whereby the Commission utilizes the volunteer service of suitable detainees to help achieve its mandate; and

WHEREAS, the Commission anticipates that the Volunteer Program will result in a significant net cost savings for the City; and

WHEREAS, pursuant to ordinances adopted on July 28, 2011, and published in the Journal of the Proceedings of the City Council for said date at pages 5386 - 5399, the City Council previously authorized an Intergovernmental Agreement between the County and the City for animal care services ("Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on December 31, 2012; and

WHEREAS, the City and the County wish to enter into a new intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement"), whereby the City shall pay for or reimburse the Sheriff for Actual Costs (as hereinafter defined); and

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WHEREAS, the Commission wishes to make available certain corporate funds in an amount not to exceed \$323,651.84 annually plus a not to exceed annual increase of five percent (5%) to pay for or reimburse the Sheriff for certain costs it will incur in connection with the Volunteer Program (the "Actual Costs") to the extent and in the manner provided in the Agreement; now, therefore,

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

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

SECTION 2. Subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the City Comptroller, the Executive Director of the Commission is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City and the County, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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 other provisions of this ordinance.

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

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EXHIBIT A Intergovernmental Agreement

[See attached]

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK AND THE CITY OF CHICAGO REGARDING ANIMAL CARE JOB TRAINING AND VOLUNTEER SERVICE BY NON-VIOLENT DETAINEES AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the City of Chicago (the "City"), a 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 Commission on Animal Care and Control (the "Commission"), the County of Cook (the "County"), as authorized by the Cook County Board of Commissioners, a body politic and corporate of the State of Illinois, on behalf of the Cook County Sheriff's Office (the "Sheriff"), regarding job training and volunteer service by non-violent detainees at 2741 South Western Avenue.

RECITALS

WHEREAS, the Sheriff seeks to reduce recidivism at the Cook County Department of Corrections ("CCDOC") by providing meaningful work and skills to detainees that will enhance employment opportunities upon release; and

WHEREAS, the Commission is mandated to provide a clean and healthy environment for the animals temporarily housed at its facility at 2741 South Western Avenue (the "Facility"); and

WHEREAS, the Commission is further responsible for humanely interacting with and handling dogs, cats, other domestic animals, reptiles and wildlife temporarily housed at the Facility; and

WHEREAS, non-violent detainees in need of job skills are available on a voluntary basis to receive training to clean and feed animals at the Facility; and

WHEREAS, the Commission recognizes the opportunity to utilize detainee volunteers to help achieve its mandate; and

WHEREAS, the Commission currently seeks suitable detainee volunteers to perform services, including: cleaning and disinfecting animal cages in the areas in which animals are housed and treated, and feeding and watering of housed animals per established schedules; and

WHEREAS, the Sheriff and the Commission will mutually benefit from an arrangement whereby the Commission utilizes the volunteer service of suitable detainees to help achieve its mandate; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS ARTICLE ONE: INCORPORATION
OF RECITALS**

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: AUTHORITY

1. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder. This Agreement constitutes a legal, valid and binding agreement, enforceable against the City and the County, in accordance with its terms.
2. This Agreement shall not become effective unless an ordinance is passed by the City Council of the City (the "City Council") approving the Agreement and it is executed by an authorized representative of the City, furthermore, the Agreement shall not become effective unless it is authorized and executed by the Cook County Board of Commissioners (the "Board").
3. On _____, 2012, the City Council adopted an ordinance published in the Journal of the Proceedings of the City Council of Chicago for said date at pages _____ - _____, among other things, authorizing the execution of this Agreement.
4. On _____, 2012, the Board adopted a resolution expressing its desire to cooperate with the City regarding volunteer service at the Facility and authorizing the execution of this Agreement.

ARTICLE THREE: PARTIES' OBLIGATIONS AND DETAINEES

1. Upon the execution hereof, the Sheriff shall carefully select and provide sixteen (16) suitable detainee volunteers per day, 365 days per year, to clean and feed the animal population housed in seven (7) pavilions at the Facility. In addition, the detainee volunteers will perform such other tasks at the Facility as mutually agreed upon by the Commission and the Sheriff.
2. The sixteen (16) detainee volunteers shall work for four (4) hours every day, with such time to be calculated from the time the volunteers arrive at the Facility until they depart. They shall be supervised by at least two (2) CCDOC employees (the "Sworn Correctional Officers" or "COs") who will transport said detainees to and from the Facility using all appropriate security measures as determined by the Sheriff.
3. On a form provided by the Commission, the COs accompanying the detainees shall sign-in when they arrive

at the Facility and sign-out when they depart from the Facility.

4. Each detainee volunteer will execute a waiver of liability provided by the Commission. The Sheriff will administer the waiver at the time the detainee's participation begins, and will provide original signatures to the Commission on a monthly basis.
5. Upon execution hereof and until the date of termination of this Agreement according to its terms, the City shall pay to the Sheriff in twelve monthly installments (each, a "Monthly Installment") an annual total amount not to exceed \$323,651.84 ("Annual Total") from certain City funds (the "City Funds"). The Monthly Installments shall be paid on a pro-rated basis in accordance with the work actually performed by the Sheriff under this Agreement and the schedule of costs ("Schedule") attached hereto as Exhibit A, which is hereby incorporated into this Agreement by this reference. The costs set forth in the Schedule may be amended from time to time as set forth in Article 3.6.
6. Upon ninety (90) days advance written request by the Sheriff (each, a "Request"), the City hereby agrees to adjust the Annual Total, or the Annual Total as previously adjusted under the terms of this Article 3.6 (the "Adjusted Annual Total"), in an amount not to exceed 5% annually, to reimburse the Sheriff for its actual cost ("Actual Cost") increases. Any such Request shall detail the Actual Cost increases under this Agreement and provide a reasonable basis for the Actual Cost increase. If a Request does not comply with this Article 3.6, which compliance shall be determined by the City in its sole discretion, then it shall not be deemed a valid Request and the City shall have no further obligation as to that Request. If the City determines that the Request complies with this Article 3.6 then the Annual Total or Adjusted Annual Total shall be increased to reflect the approved Request (the "New Annual Total"). Notwithstanding any of the foregoing, Actual Costs shall be limited to the following, which are expected to be incurred by the Sheriff, and which are directly attributable to this Agreement: gas and usage for two (2) CCDOC vehicles, pro-rated wages for up to three (3) Sworn Correctional Officers, wages for one (1) sergeant, and an administrative fee not to exceed 10.28% of the Actual Costs. The current breakdown of Actual Costs is provided in the Schedule.
7. Notwithstanding anything in Articles 3.5 and 3.6, the Sheriff hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of City Funds. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements under this Agreement, then the City will notify the Sheriff in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the fund appropriated for disbursement under this Agreement are exhausted.
8. The City may terminate this Agreement immediately in the event the Sheriff fails to perform its obligations hereunder after reasonable attempts by the City to obtain such performance. In the event of such a termination, the City shall have the right to exercise its available legal or equitable remedies, including, but not limited to any rights it may be entitled to under this

Agreement. The City or County may terminate this Agreement for convenience upon sixty (60) days notice; less notice may be given if agreed to by the parties.

9. The City and the Commission shall not compensate the detainee volunteers in any manner. The receipt and deposit of the Monthly Installments shall be determined solely by the Sheriff, but, in any event, the

Sheriff may set apart funds for each detainee volunteer's work. Said amounts, if any, shall be deposited into the Inmate Welfare Fund.

10. The Commission shall provide all detainees with adequate training and ongoing support sufficient to ensure the detainee's productivity and safety, including but not limited to instruction regarding feeding schedules, the care and handling of animals, and instruction regarding emergency procedures related to the Commission's facility. Notwithstanding any of the foregoing, the Sheriff and the City recognize that the detainee volunteers shall at times be under the full custody and control of the Sheriff, and as such, the Sheriff and its Sworn Correction Officers are solely responsible for supervising the conduct of the detainee volunteers at all times.
11. The Commission shall provide the detainees suitable protective clothing, if necessary, including but not limited to biohazard protection clothing, if necessary. The Commission further agrees that it shall provide all cleaning equipment and cleaning agents.
12. The Commission will hold harmless the Sheriff from any and all damage to its equipment by the detainees or the Sworn Correctional Officers, unless such damage is the result of the willful and wanton conduct or wrongful act of the detainees or Sworn Correctional Officers. This Article shall survive the termination of this Agreement.
13. Where the Commission identifies any behavioral, safety or productivity concerns in relation to a particular detainee(s), upon written notice by the Commission to the Sheriff identifying the detainee(s) and the underlying cause for concern, the Sheriff may, in its sole discretion, remove the detainee from the roster of volunteers available to the Commission for the Facility.
14. Where the Sheriff identifies either in writing or verbally that the health and/or safety of the detainees are at risk as a result of the performance of the detainees' volunteer service or because of the environment at the Facility, the Sheriff may in its discretion suspend the work of the detainees until such time that the Commission addresses or corrects the underlying risk factors to the Sheriff's satisfaction.

ARTICLE FOUR: LIABILITY

The City and County agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Further, except as specifically set forth in Article 3.11, the Sheriff agrees to be responsible for any damages resulting from the negligence or wrongful acts or omissions of the detainee volunteers. This Article 4 shall survive the termination of this Agreement.

ARTICLE FIVE: TERM; EXTENSION OPTION

The term of this Agreement shall commence when executed in accordance with Article Two, and shall run for a period of thirty-six (36) months following said commencement. The parties may agree in writing to extend the Agreement for up to two (2) additional one-year terms, with each additional one-year term starting at the end of the previous term.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this agreement is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

ARTICLE SEVEN: NOTICE

Notice to the County shall be addressed to:

Cook County Sheriff
Peter Kramer, General Counsel
50 W. Washington Street, Room 704
Chicago, IL 60602

Notice to the City shall be addressed to: City of Chicago
Commission on Animal Care and Control ATTN: Executive
Director 2741 S. Western Avenue Chicago, IL 60608

City of Chicago Department of
Law
ATTN: Finance and Economic Development Division City Hall,
Room 600 121 N. LaSalle Street Chicago, IL 60602

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) over night courier; (c) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand, or request sent pursuant to clause (a) hereof shall be deemed to be received upon such personal service. Any notice, demand, or request sent pursuant to clause (b) shall be deemed to be received on the day immediately following deposit with the overnight courier, and if sent pursuant to subsection (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

1. This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.
2. This Agreement shall inure to the benefit of and shall be binding upon the City, the County, and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified, or amended except by written agreement signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND FORUM

This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

ARTICLE TWELVE: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the City and the County with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the City and the County with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

ARTICLE THIRTEEN: NO RELATIONSHIP CREATED

Nothing contained in this Agreement, nor any act of either the City or the County 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 and the County.

The County and its employees, agents, and subcontractors are, for all purposes arising out of the Agreement, independent contractors and not employees of the City. It is expressly understood and agreed that neither the County nor the County's employees, agents, or subcontractors shall be entitled to any benefit to which City employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

ARTICLE FOURTEEN: 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. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof. A reference to the County includes the County's officers, commissioners, employees, attorneys, agents and assigns; a reference to the City includes the City's officers, members, employees, attorneys, agents and assigns.

ARTICLE FIFTEEN: NO PERSONAL LIABILITY

No member, official, employee or agent of either the City or the County shall be individually or personally liable in connection with this Agreement. The limitations on liability in this article shall survive the expiration or termination of this Agreement and the expiration or termination of any obligation owing to either party under this Agreement.

ARTICLE SIXTEEN: GOVERNMENTAL IMMUNITY

Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the County nor the City has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.

ARTICLE SEVENTEEN: WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

ARTICLE EIGHTEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the County:

John Murphy

Acting Executive Director, Cook County Department of Correction 2700 S.
California Avenue Chicago, IL 60608 Phone: 773-674-2817 Fax: 773-677-2562

For the City:

Sandra Alfred, Executive Director Chicago Animal
Care and Control 2741 S. Western Avenue
Chicago, IL 60608 Phone: 312-747-1386 Fax: 312-
747-1409

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

ARTICLE NINETEEN: SHAKMAN MONITOR

The County acknowledges, and agrees to abide by, the following:

1. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in 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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. The County is aware that City policy prohibits City employees from directing any individual to apply for a position with the County, either as an employee or as a subcontractor, and from directing the County to hire an individual as an employee or as a subcontractor. Accordingly, the County must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the County under this Agreement are employees or subcontractors of the County, not employees of the City. 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 County.
3. The County 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 politic 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.

4. In the event of any communication to the County by a City employee or City official in violation of Article 19.2 above, or advocating a violation of Section 7.06(c) above, the County will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the Department. The County will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

ARTICLE TWENTY: FOIA AND LOCAL RECORDS ACT COMPLIANCE

1. The City and the County acknowledge that each is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City and the County to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If either the City or the County receives a request from the other party to produce records within the scope of FOIA, then the party receiving the request covenants to comply with such request within 72 hours of the date of such request.
2. The City and the County acknowledge that each is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only

be disposed of as provided in the Local Records Act. If requested by either the City or the County, the other party covenants to use its best efforts consistently applied to assist the requesting party in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

CITY OF CHICAGO, ILLINOIS, a municipal corporation by and through its Commission on Animal Care and Control:

Dated:

Sandra Alfred
Executive Director, Commission on Animal Care and Control

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Dated:

Toni Preckwinkle

President, Cook County Board of Commissioners ATTEST:

Dated:

David Orr
Cook County Clerk

ACKNOWLEDGED

By:
Thomas Dart

Sheriff of Cook County

Date:

Approved as to form:
COOK COUNTY Assistant State's Attorney

By:

EXHIBIT A SCHEDULE OF COSTS

Animal Care and Control/Sheriff IGA Schedule of Costs

Bus Bus

Grade 6 CO (6 Hours) Grade 6 CO (6 Hours) Sgt (2 Hours) 3rd Grade 6 CO (6 Hours)

\$ 10,950.00

\$ 10,950.00

\$ 80,478.85

\$ 80,478.85

\$ 30,145.35

\$ 80,478.85

\$ 293,481.90 \$ 30,169.94 \$ 323,651.84