Legislation Details (With Text)

File #:	O2016-3929		
Type:	Ordinance	**Status:**	Passed
File created:	5/18/2016	**In control:**	City Council
		Final action:	6/22/2016
Title:	Amended and restated intergovernmental agreement with Metropolitan Pier and Exposition Authority regarding provision of off-duty uniformed Chicago Police Department personnel at Navy Pier campus		
Sponsors:	Emanuel, Rahm		
Indexes:	Intergovernmental		
Attachments:	1. O2016-3929.pdf		

Date	Ver.	Action By	Action	Result
6/29/2016	1	City Council	Signed by Mayor	
6/22/2016	1	City Council	Passed	Pass
6/14/2016	1	Committee on Public Safety	Recommended to Pass	Pass
5/18/2016	1	City Council	Referred	

ORDINANCE

WHEREAS, the City of Chicago ("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, pursuant to the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et seg. (the "Act") the Metropolitan Pier And Exposition Authority ("Authority") has the power and duty, among other things, to provide for the recreational, cultural, and commercial, development of Navy Pier and to promote, operate, maintain and provide for industrial, commercial, cultural, education, trade and scientific exhibits and events at the McCormick Place complex and campus; and

WHEREAS, under the Act, the Authority may enter into contracts to effectuate the objectives and purposes of the Act; and

WHEREAS, the City and Authority entered into an Agreement ("the 1996 Agreement") effective as of January 9, 1996 which allows the Authority to obtain the services of off-duty uniformed Chicago Police

Department ("CPD") sworn personnel at its Navy Pier campus; and

WHEREAS, the City and Authority desire to continue the 1996 Agreement arrangement which will allow for the provision of services ("Services") by off-duty uniformed CPD sworn personnel at Navy Pier, and to expand the location of services to include the McCormick Place complex and campus by entering into an Amended and Restated Agreement (the "Amended and Restated Agreement"); and

WHEREAS, by a Resolution adopted by the Board of the Authority on March 29, 2016, the Chief Executive Officer of the Authority was authorized to enter into an Amended and Restated Agreement with CPD for the provision of such Services; and

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WHEREAS the City and Authority desire to enter into an Amended and Restated Agreement; 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 Amended and Restated "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 Amended and Restated 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 Amended and Restated Agreement.

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

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 passage and approval. ',;

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Exhibit A

Amended and Restated Intergovernmental Agreement

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AMENDED AND RESTATED AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Amended and Restated Agreement") is made and entered into as of , 2016 by and between the CITY OF CHICAGO, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois ("City"), through its DEPARTMENT OF POLICE ("CPD") by its Superintendent of Police ("Superintendent") and the METROPOLITAN PIER AND EXPOSITION AUTHORITY ("Authority") a political subdivision, unit of local government, body politic and municipal corporation organized and created by an act of the Illinois legislature through its Chief Executive Officer.

RECITALS

WHEREAS, pursuant to the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et seq, (the "Act") the Authority has the power and duty, among other things, to provide for the recreational, cultural, and commercial, development of Navy Pier and to promote, operate maintain and provide for industrial, commercial, cultural, educational, trade and scientific exhibits and events at the McCormick Place complex and campus; and

WHEREAS, the City is a home rule unit of government under Article VII, Section 6 (a) of the Constitution of the State of Illinois 1970 and may exercise any power related to its local governmental affairs; and

WHEREAS, under the Act the Authority may enter into contracts to effectuate the objectives and purposes of the Act; and

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WHEREAS, the City and Authority entered into an Agreement, ("the 1996 Agreement") effective as of January 9, 1996 which allows the Authority to obtain the services of off-duty uniformed CPD sworn personnel at its Navy Pier campus; and

WHEREAS, the 1996 Agreement was ratified by the Members of the Board of the Authority on February 6, 1996; and

WHEREAS the City and Authority desire to continue the 1996 Agreement arrangement which will allow for the provision of services ("Services ") by off-duty uniformed CPD sworn personnel at Navy Pier, and to expand the location of services to include the McCormick Place complex and campus.and

WHEREAS, the parties desire to fully amend and restate the 1996 Agreement by entering into this Amended and Restated Agreement, which shall be the surviving and operating agreement between the parties; and

WHEREAS, by an ordinance adopted by the City Council of the City of Chicago on 2016 the Superintendent of Police was authorized to enter into this Amended and Restated Agreement with the Authority for the provision of such Services; and

WHEREAS, by a Resolution adopted by the Board of the Authority on March 29, 2016, the Chief Executive Officer of the Authority was authorized to enter into this Amended and Restated Agreement with CPD for the provision ofsuch Services; and

WHEREAS, the City and Authority desire to enter into this Amended and Restated Agreement subject to those conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, andfor other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Authority hereby agree as follows:

AGREEMENT

1. **The recitations set forth above constitute an integral part of this Amended and Restated Agreement and are hereby incorporated herein by reference with the same force and effect as if set forth herein as agreements of the parties and are made a part of this Amended and Restated Agreement.**

2. **Upon execution of this Amended and Restated Agreement by the Chief Executive Officer of the Authority, and consistent with the CPD's and Authority's policies concerning secondary employment (including CPD's Employee Resource E01-11), the City, through the Superintendent, will permit its**

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off-duty, uniformed CPD sworn personnel to provide Services to the Authority.

3. Off-duty, uniformed CPD sworn personnel are authorized to wear their CPD uniforms while serving at Authority facilities, while providing Services to and under the direction of the Authority. Such off-duty, uniformed sworn personnel will be considered to be independent contractors at all times and will be issued federal IRS Form 1099 concerning earnings.

4. If an action, claim, suit, or grievance is brought against the City or any of its officers, agents, representatives or employees ("City Indemnitees") by reason of the Authority's employing of off-duty, uniformed CPD sworn personnel, or the Superintendent having granted such CPD sworn personnel permission to wear CPD uniforms while providing Services, to the extent permitted by law, the Authority will defend and indemnify the City Indemnitees from, for, and against, all suits, claims, grievances, damages, costs, expenses, judgments, and liabilities, including costs of defense and reasonable attorneys' fees. Such indemnity includes, but is not limited to:

   a) a claim by any person that each of the City Indemnitees or CPD is any way responsible for the actions or inactions of off-duty, uniformed CPD sworn personnel providing Services to the Authority (including but not limited to any claim under the U.S. Constitution, federal or state laws, municipal ordinances, or common law); and

   b) any claim made by, or on behalf of, any off-duty, uniformed CPD sworn personnel seeking any compensation from the City or CPD for his or her secondary employment with the Authority during off-duty time from CPD, including any pay for overtime or liquidated damages in excess of actual damages for overtime under the federal Fair Labor Standards Act, or any other law or ordinance.

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5. In agreeing to defend and indemnify the City Indemnitees, the Authority does not waive or relinquish the benefit of any of the protections, limits, prohibitions, immunities, and defenses available to the Authority, under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 -101 et seq. or otherwise under law.

6. Notwithstanding the provisions of paragraph 4 above, the City may elect to provide its own defense, or to defend any of its officers, agents, representatives or employees, in case any claim is made as described in paragraph 4. While such election does not affect the Authority's obligation to indemnify the City Indemnitees, and any of its officers, agents, representatives or employees as provided in paragraph 4, nevertheless, if the City chooses to conduct its own defense, it must act diligently and in good faith to protect the Authority. The City is not entitled to settle any case, for which it intends to seek indemnification from the Authority without prior approval by the Authority, and, if appropriate, the Authority's insurer.

7. The Authority will maintain its existing insurance program and will provide Comprehensive General Liability (CGL) insurance in the amount of not less than $10,000,000 per occurrence for bodily injury, personal injury and property damage liability. The City and City Indemnitees will be named as additional insureds.

8. This Amended and Restated Agreement has no effect on the right of any off-duty, uniformed CPD sworn personnel to claim a right of representation or indemnification from the City as provided by applicable law or ordinance.

9. The City is not, under any circumstances, obligated to provide representation to the Authority or its members of the Board, officers, agents, representatives, or employees in any litigation that may arise out of the Authority's employment of off-duty, uniformed CPD sworn personnel, although, with the Authority's prior written consent, the City may elect to do so.

10. The City is not liable to the Authority, or its members of the Board, officers, agents, representatives, or employees by reason of the Authority's employment of off-duty,

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uniformed CPD sworn personnel, it being solely within the discretion and responsibility of the Authority to select, direct, control and compensate such off-duty, uniformed CPD sworn personnel providing Services to the Authority.

11. No member of the Board, officers, employees or agents of the Authority, or officers, employees or agents of the City shall be held individually or personally liable in connection with this Amended and Restated Agreement or the Services provided under this Amended and Restated Agreement

12. Either party has the right to terminate this Amended and Restated Agreement by giving the other party 60 calendar days prior written notice. When this Amended and Restated Agreement is terminated and on the effective date of the termination the Superintendent's permission to allow off-duty sworn officers to wear CPD uniforms while rendering Services to the Authority ends. The Superintendent will notify its CPD sworn officers providing Services of that fact.

13. The provisions of paragraphs 4,5,6,7,8,9, and 10 shall survive the termination of this Amended and Restated Agreement with respect to actions, claims, suits, or grievances that arose while this Amended and Restated Agreement was in effect.

14. Any notice required pursuant to the terms of this Amended and Restated Agreement shall be delivered to the respective parties at the following addresses:

If to the City: Office of the Corporation Counsel
121 North LaSalle Street, Room 600 Chicago,
Illinois 60602
Attention: Finance and Economic Development Division

With Copy to: Chicago Police Department 3510 South
Michigan Ave Chicago, Illinois 60602

Attention: General Counsel

If to the 1MPEA: Metropolitan Pier and Exposition Authority 301 East Cermak Road Chicago, Illinois 60616 Attention: General Counsel

15. This Amended and Restated Agreement is governed by Illinois law.

16. This Amended and Restated Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties. The 1996 Agreement is superceded and replaced in all particulars by this Amended and Restated Agreement.

17. This Amended and Restated Agreement is not intended and must not be construed as in any way making the City and the Authority co-partners or joint venturers or as representatives of each other for any purpose.

18. This Amended and Restated Agreement may be executed in separate counterparts, each of which shall constitute an original copy thereof, but all of which shall constitute but one and the same agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, each of (he parties has caused this Agreement to be executed and delivered as of the date first written above.

CITY OF CHICAGO

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An Illinois municipal corporation

By:
Eddie T. Johnson Superintendent of Police
Chicago Police Department

METROPOLITAN PIER AND EXPOSITION AUTHORITY

By:
Lori T. Healey
Chief Executive Officer

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL MAYOR

May 18, 2016

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 Metropolitan Pier and Exposition Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

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