



# City of Chicago



O2021-2824

Office of the City Clerk

## Document Tracking Sheet

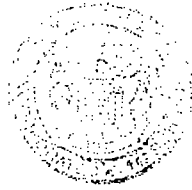
**Meeting Date:** 6/25/2021

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** First amendment of intergovernmental agreement with Cook County Sheriff's Office and County of Cook extending term for lease of surplus equipment under RENEW program in exchange for participation by Sheriff's Work Alternative Program (SWAP) workforce in City projects

**Committee(s) Assignment:** Committee on Budget and Government Operations



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

June 25, 2021

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

Ladies and Gentlemen:

At the request of the Commissioners of Streets and Sanitation and Assets, Information and Services, I transmit herewith an ordinance amending an intergovernmental agreement with the Cook County Sheriff and the County of Cook regarding the Sheriff's Work Alternative Program ("SWAP").

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

A handwritten signature in black ink that reads "Lori E. Lightfoot". The signature is written in a cursive style with a large, sweeping "L" and "A".

Mayor

## ORDINANCE

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the County of Cook (the "County") and the City of Chicago (the "City") are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having power and authority to enter into an intergovernmental agreement; and

**WHEREAS**, the Cook County Sheriff's Office (the "Sheriff's Office") operates an alternative sentencing program called the Sheriff's Work Alternative Program ("SWAP"), in which participants are court ordered to participate in community service projects, including cleaning parks, viaducts and streets; and

**WHEREAS**, the Sheriff's Office operates another alternative sentencing program called the Restoring Neighborhoods Workforce Program ("RENEW"), in which participants deconstruct, clear and secure vacant and abandoned properties in Cook County, which are often hotbeds of criminal activity; and

**WHEREAS**, the City, County and Sheriff's Office entered into that certain "Intergovernmental Agreement for the Lease of Surplus Equipment By and Between The City of Chicago, The Cook County Sheriff, and The County of Cook" as of June 29, 2018 (the "Agreement") for the City to provide the Sheriff's Office surplus equipment to use for the RENEW program in exchange for the use of SWAP crews for City projects; and

**WHEREAS**, the term of the Agreement began on June 29, 2018 and remained effective for a term of two (2) years with an automatic renewal of one (1) additional year for a total of three (3) years; and

**WHEREAS**, the City, County, and Sheriff's Office wish to amend the Agreement to extend the original term of the Agreement by two (2) more years with an automatic renewal of one (1) additional year;

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

**SECTION 1:** On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information and Services and the Commissioner of the Department of Streets and Sanitation are authorized to execute a First Amendment (the "First Amendment") to the Agreement, and any actions previously taken by such commissioners with respect to such First Amendment are hereby ratified; such First Amendment to be approved as to form and legality by the Corporation Counsel in substantially the form attached as Exhibit A hereto.

**SECTION 2:** This Ordinance shall be effective from and after the date of its passage and approval.

EXHIBIT A

Form of

**First Amendment to Intergovernmental Agreement  
for the Lease of Surplus Equipment  
By and Between  
The City of Chicago,  
The Cook County Sheriff, and  
The County of Cook**

This First Amendment to Intergovernmental Agreement for the Lease of Surplus Equipment (the "First Amendment") is made and entered into as \_\_\_\_\_, 2021 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 Department of Assets, Information and Services and Department of Streets and Sanitation, and the County of Cook ("County"), a body politic and corporate and home rule unit of government under the Constitution and laws of the State of Illinois, by and through the Cook County Sheriff's Office ("Sheriff's Office").

**RECITALS**

**WHEREAS**, the City, County and Sheriff's Office entered into that certain "Intergovernmental Agreement for the Lease of Surplus Equipment By and Between The City of Chicago, The Cook County Sheriff, and The County of Cook" as of June 29, 2018 (the "Agreement"); and

**WHEREAS**, the term of the Agreement began on June 29, 2018 and remained effective for a term of two (2) years with an automatic renewal of one (1) additional year for a total of three (3) years; and

**WHEREAS**, the City, County, and Sheriff's Office wish to amend the Agreement to extend the original term of the Agreement by two (2) more years with an automatic renewal of one (1) additional year; and

**WHEREAS**, the City's Department of Assets, Information and Services is the successor department to the Department of Fleet and Facility Management;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

**SECTION ONE: INCORPORATION OF RECITALS**

1.01. The recitals set forth above and the exhibits attached hereto are incorporated herein by reference and made a part hereof.

**SECTION TWO: AMENDMENT TO THE AGREEMENT**

2.01. Section 2 of the Agreement is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

"2. Term. The term of this Agreement shall begin on the Effective Date noted above and remain effective for a term of ~~two (2)~~ five (5) years and shall renew automatically for one (1) additional year unless terminated by either party. The County or the City may terminate this agreement at any time, upon thirty (30) days written notice to either party."

2.02 All references to the City's Department of Fleet and Facility Management in the Agreement shall be replaced by the "Department of Assets, Information and Services" and all references to "2FM" in the Agreement shall be replaced by "AIS."

### **SECTION THREE: MISCELLANEOUS**

3.01. Except as amended hereby, the provisions of the Agreement remain in full force and effect in accordance with its terms.

3.02. In the event of any conflict between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

3.03. All prior agreements, whether written or oral, regarding the amendment of the Agreement are superseded by this First Amendment.

3.04. This First Amendment may be executed in counterparts, each of which shall be deemed an original.

[signature page follows]

**IN WITNESS WHEREOF**, the County of Cook and City of Chicago have caused this First Amendment to be executed as of the date written above.

**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 First Amendment:

\_\_\_\_\_  
Toni Preckwinkle  
President, Cook County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Honorable Karen A. Yarbrough  
Cook County Clerk

ACKNOWLEDGED:

\_\_\_\_\_  
Thomas Dart  
Cook County Sheriff

Approved as to form:

\_\_\_\_\_  
Assistant State's Attorney

**CITY OF CHICAGO EXECUTION:** The undersigned, on behalf of the City of Chicago, a body politic and corporate of the State of Illinois, hereby accept the foregoing First Amendment:

CITY OF CHICAGO. DEPARTMENT OF STREETS AND SANITATION

By: \_\_\_\_\_  
John F. Tully, Commissioner

CITY OF CHICAGO, DEPARTMENT OF ASSETS, INFORMATION AND SERVICES

By: \_\_\_\_\_  
David J. Reynolds, Commissioner