INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF COOK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

This Intergovernmental Agreement ("Agreement") is made by and between the County of Cook ("County"), a body politic and corporate of the State of Illinois, on behalf of the Office of the Independent Inspector General ("OIIG") and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a unit of local government and a body politic and corporate organized and existing under the laws of the State of Illinois, pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.).* Together, the County, the OIIG and MWRD may, for convenience only, be hereinafter referred to as "parties" and each individually as a "party."

RECITALS

WHEREAS, the County and MWRD each desire to ensure that effective programs are in place to promote integrity, efficiency, accountability, and transparency in government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and other applicable law permit and encourage units of local governments to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government such as MWRD and the County, to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into contracts for the performance of governmental services, activities, or undertakings, and

WHEREAS, the County has, pursuant to County Ordinance No. 07-O-52 (the "Independent Inspector General Ordinance"), established an office of County government known as the OIIG; and

WHEREAS, the functions of the OIIG are to detect, deter and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination, or misconduct in the operation of County government, and

WHEREAS, MWRD has sought to obtain the services of the OIIG for MWRD in accordance with the Intergovernmental Cooperation Act; and

WHEREAS, pursuant to Section 2-951 and 2-952 of the Cook County Code, Cook County on behalf of the Office of the Independent Inspector General is authorized to approve the execution of Intergovernmental Agreements subject to the approval of the Cook County Board of Commissioners; and

WHEREAS, on April 25, 2019, Cook County has authorized the Independent Inspector General to extend its services to the MWRD as provided in this Agreement; and

WHEREAS, on April 18, 2019, MWRD's Board of Commissioners, wishing to promote integrity in government and provide independent oversight by extending the services of the OIIG to MWRD, adopted Ordinance O19-003 entitled Office of Independent Inspector General ("OIIG MWRD Ordinance"); and

WHEREAS, on April 18, 2019 MWRD's Board of Commissioners authorized MWRD to enter into an intergovernmental agreement with the County to obtain the services of OIIG; and

WHEREAS, the OIIG, pursuant to Article VII, Section 10(b) of the Illinois Constitution of 1970, may participate in intergovernmental activities authorized by the County without relinquishing his office or position; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the County and MWRD hereby agree as follows:

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

II. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties and shall be effective for a three-year period thereafter. This Agreement may be extended upon mutual agreement of the parties as provided in Section XVI(c).

III. DEFINITIONS

As used in this Agreement, the words and phrases set forth in this section shall have the meanings set forth below:

"County" means Cook County acting through Cook County's Board of Commissioners or through the President of Cook County's Board of Commissioners.

"MWRD" means the Metropolitan Water Reclamation District of Greater Chicago acting through its Board of Commissioners.

"Independent Inspector General" means the Office of the Independent Inspector General of Cook County.

"Independent Inspector General Ordinance" means Cook County Ordinance 07-O-52, as amended.

"Office of the Independent Inspector General Ordinance for MWRD" ("OIIG MWRD Ordinance") means MWRD Ordinance O19-003.

IV. AUTHORITY OF INDEPENDENT INSPECTOR GENERAL EXTENDS TO MWRD

In accordance with MWRD Ordinance O19-003, the functions, authority and powers of the OIIG, pursuant to the Independent Inspector General Ordinance, are extended to include the operations of MWRD in the same manner and to the same extent as applied to Cook County, except as limited by MWRD Ordinance O19-003. The Independent Inspector General Ordinance and MWRD Ordinance O19-003 are attached as Exhibits A and B, respectively, and incorporated herein. These Ordinances set forth and describe the duties and powers of the Inspector General.

V. REPORTS

a. Quarterly reports. The Independent Inspector General shall prepare a separate quarterly report for MWRD matters in accordance with Section 2-287 of the Independent Inspector General Ordinance and shall submit copies of the quarterly reports to MWRD's Board of Commissioners and Executive Director.

b. Summary reports. Upon conclusion of any MWRD investigation, the Independent Inspector General shall submit a confidential summary report to MWRD's President, Executive Director, the appropriate head of any department to whose office the investigation pertains, the Director of Human Resources, to the Director of Procurement and Materials Management in the case of a sustained finding regarding a contractor, subcontractor, applicant for a contract, or person seeking certification of eligibility for a contract, and to the MWRD Ethics Commission in the case of a sustained finding regarding any violation of the MWRD Ethics Ordinance. The report shall include the items listed in Section 2-288 (a) of the Independent Inspector General Ordinance. The report shall not mention the name of any informant, complainant, witness, or person investigated, except in the instances set forth in Section 2-288 (b) of the Independent Inspector General Ordinance.

c. Public Statements. As specified in Section 2-289 of the OIIG Ordinance, the Independent Inspector General is authorized to issue public statements concerning: (1) an investigation that exonerates an individual who is publicly known to have been under investigation where the subject requests such a statement, and (2) an investigation that concerns inefficient or wasteful management, as opposed to individual misconduct or illegality.

VI. CONFIDENTIALITY

The Independent Inspector General shall maintain the confidentiality of investigatory files for MWRD matters except as otherwise permitted or required by law. Summary reports and other information or files regarding MWRD matters shall not be shared with any County official or staff, except Independent Inspector General staff and only as necessary to perform their duties in relation to MWRD matters.

VII. PAYMENT

a. MWRD has appropriated and authorized an amount not to exceed $600,000.00 in the 2019 budget for Independent Inspector General services. Funds for the 2020 and 2021 expenditures are contingent on the MWRD Board of Commissioners' approval of MWRD's budget for those years.

b. Prior to the commencement of services under this agreement, the MWRD shall provide an initial payment of $150,000.00 to the County to serve as a retainer for the services to be provided. After the initial $150,000.00 payment, MWRD shall thereafter make additional quarterly payments of $150,000.00 to the County, but not to exceed the total appropriated authorization per annum. During the duration of this agreement, the MWRD shall provide a mutually agreed upon quarterly retainer amount to the County prior to the commencement of any new year of services being provided. Should the total amount of unpaid services invoiced by the OIIG not exceed the retainer amount at the termination of this agreement, the County will return the excess funds within thirty (30) days of termination.

c. MWRD shall pay the County for Independent Inspector General services based on an hourly compilation and the County shall provide MWRD's General Counsel with a quarterly accounting statement of all expenditures through the OIIG for such services performed pursuant to this Agreement. The expenditures shall be charged against the retainer until the retainer amount has been depleted at which time additional service expenses must be agreed to by the parties in writing before any additional services are provided or any additional expenditure is made. The parties agree that the County through the OIIG shall account for and MWRD shall pay to the County hourly rates equivalent to the hourly rates established by the County for its Independent Inspector General personnel. The initial hourly rates shall be as follows: $52.00 for Administrative Staff, a range of $57.00 to $74.00 for Investigators, $79.00 for Deputy Inspectors General, $79.00 for the General Counsel, and $106.00 for the Independent Inspector General. The parties further agree that the hourly rates shall increase in an amount equivalent to pay scale and benefit increases approved by the County during the term of this Agreement for its Independent Inspector General personnel as part of the County's

regular budgeting and pay scale adjustment process. It is further understood and agreed that MWRD will pay the County for the standard leaves of absence and lunch hours of two OIIG Investigators assigned to the MWRD. In addition to the hourly rates for OIIG personnel, the MWRD shall pay an additional fee in the amount of 1.72% of the expenditures for OIIG personnel to cover indirect costs associated with OIIG operations.

d. MWRD shall also pay the County the ordinary and necessary expenses incurred by the OIIG attributable to functions performed pursuant to this Agreement, which shall include but not be limited to reasonably related incidental expenses such as transcription, copying, expert witness fees, and mileage for County vehicles submitted by the Independent Inspector General to MWRD, but such expenses shall not include personnel training costs.

e. Any additional unanticipated expenses must be agreed to by the parties in writing before any expenditure is made.

VIII. STAFFING

Upon the commencement of this Agreement, the Independent Inspector General shall assign the equivalent of two full-time investigators relating to MWRD matters; however the Independent Inspector General may, if necessary, assign additional investigators and other professional staff, including experts ("IIG staff") during the term of this Agreement to matters relating to the operations of MWRD. MWRD shall provide office space for four IIG staff, including equipment and supplies, at its Main Office Building Complex in Chicago, Illinois. IIG staff working on MWRD matters, whether on or off site, shall work under the supervision of the Independent Inspector General. IIG staff shall not be employees of MWRD and shall not be entitled to compensation or benefits from MWRD.

IX. PEER REVIEW

The Independent Inspector General shall request peer review of its work on MWRD matters, by the Association of Inspectors General, starting in the second year of this Agreement. MWRD shall pay the reasonable expenses incurred by the Association for said review, which shall be paid from the funds authorized by MWRD for Independent Inspector General Services pursuant to this Agreement.

X. EMPLOYMENT RELATIONSHIP

The Parties agree that the IIG Staff are solely employees of the Office of the Independent Inspector General and the MWRD is not an employer of the IIG Staff, whether joint or otherwise.

Accordingly, the IIG Staff will perform their duties in accordance with the rules and regulations of the County and the OIIG and will further be subject to such supervision and discipline as are provided by law and the OIIG's rules.

XI. NO AGENCY

This Agreement or any part hereof, will not be construed as establishing an agency, partnership, or joint venture relationship between MWRD, the OIIG and the County. Each party will retain the sole right to control its own employees.

XII. INSURANCE

MWRD acknowledges that the County is self-insured and maintains excess insurance coverage over and above its self-insured retention limits. The County acknowledges that MWRD is self-insured and maintains excess insurance coverage over and above its self- insured retention limits. The Office of the Independent Inspector General represents and affirms that it is covered under the County's Self-Insurance.

XIII. TERMINATION

This Agreement may be terminated by any Party upon the occurrence of one of the following conditions:

1) Mutual agreement of the parties to terminate the Agreement at any time.

2) Ninety (90) days' notice by the County, the OIIG or MWRD to all Parties to terminate.

3) In the event of a breach of this Agreement by any party hereto, the non- breaching party will provide written notice of the breach to the breaching party. In the event the breaching party fails to cure the breach within ten (10) days of receiving written notice, the non-breaching party may terminate this Agreement upon five (5) days advance written notice to the breaching party.

Upon expiration or termination of this Agreement, the Independent Inspector General shall cease any pending MWRD-related investigations and at his discretion may refer such investigations to MWRD's General Counsel for further handling. The Independent Inspector General in his discretion may also provide MWRD with its MWRD-related investigation files, including closed files.

XIV. NOTICE

Unless otherwise specified herein, all notices required to be given under this Agreement shall be made in writing and delivered at the following addresses:

TO THE COUNTY:	President Cook County Board of Commissioners Room 537 118 N. Clark Street Chicago, Illinois 60602
With a copy to:	Office of Independent Inspector General Suite 1160 69 W. Washington Street Chicago, Illinois 60602
TO THE MWRD:	President MWRD Board of Commissioners 100 E. Erie St. Chicago, Illinois 60611
With a copy to:	Executive Director MWRD 100 E. Erie St. Chicago, IL 60611

XV. DISCLAIMERS

This Agreement is not intended, nor shall it be construed to, confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRD and any other party than the County.

It is understood and agreed that neither party to this Agreement shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other and that this Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

XVI. MISCELLANEOUS PROVISIONS

a. Severability. If any terms or provisions of this Agreement is found to be unenforceable for any reason by a court of competent jurisdiction, the remaining terms will remain and continue in full force and effect, unless the Agreement can no longer be performed by one of the parties.

b. Assignment; Third Party. Neither party may assign its rights or obligations under this Agreement. This Agreement does not create any rights, title, or interest of any person or entity other than the parties hereto, whether under a third-party beneficiary theory or otherwise.

c. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein; and, the parties make no representation, agreements, or understanding, whether oral or written, to or between them which are not fully set forth and expressed in this Agreement. This Agreement may not be amended or modified except in writing, signed by all parties.

d. Governing Law. This Agreement shall be governed and construed under the laws of Illinois.

e. Compliance with Laws. The parties hereto agree to observe and comply with all applicable Federal, State and local laws which may in any manner affect performance under this Agreement.

f. Waiver. The waiver by either party of any breach or violation of any of the provisions of this Agreement will not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

g. Authority. Each party represents and warrants to the other that it has the full right, power and authority to enter into and perform its obligations set forth in this Agreement.

h. Headings. The section headings are included for convenience of the parties and do not constitute substantive terms of this Agreement.

i. Counterparts. This Agreement may be signed in multiple counterparts. The parties agree that facsimile signatures will be sufficient.

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IN WITNESS WHEREOF, the parties have hereunder affixed their respective hands and seals on the day and year below written.

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:

Honorable Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

Honorable Karen Yarbrough
Cook County Clerk

Dated: 5.17.19

ACKNOWLEDGED:

Patrick M. Blanchard
Office of the Independent Inspector General

Approved as to form and legality:

Assistant State's Attorney

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO EXECUTION: The undersigned, on behalf of the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and a body politic and corporate organized and existing under the laws of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Kari K. Steele
President, MWRD Board of Commissioners

Frank Avila
Chairman Committee on Finance

Dated: 5.2.19

Darlene A. LoCascio
Director of Procurement and Materials Management

ATTEST:

Jacqueline Torres
Clerk/Director of Finance

ACKNOWLEDGED:

Brian A. Perkovich
Executive Director

Approved as to form and legality:

Susan T. Morakalis
General Counsel

EXHIBIT A

DIVISION 5. - INSPECTOR GENERAL[2]

Footnotes:

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Editor's note— Ordinance No. 07-O-52, adopted July 31, 2007, amended div. 5, §§ 2-281—2-291, in its entirety and enacted similar provisions to read as herein set out. Former div. 5 derived from Ord. No. 98-O-20, adopted Sept. 15, 1998.

Sec. 2-281. - Establishment.

There is hereby established an office of County Government ("County") to be known as the Office of Independent Inspector General ("OIIG"). The Independent Inspector General shall head the OIIG. The organization and administration of the OIIG shall be sufficiently independent to assure that no interference or influence external to the office adversely affects the independence and objectivity of the Independent Inspector General. The OIIG shall include an inspector general and such deputies, assistants and other employees as may be provided in the annual appropriation ordinance.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-282. - Qualifications, appointment, and term.

(a) The Independent Inspector General shall be a person who has:

(1) A four-year degree from an accredited institution of higher learning; and

(2) A minimum of ten years of federal, state, or local government experience as a law enforcement officer, Attorney or judge; and

(3) Prior work experience managing and completing complex investigations involving allegations of fraud, theft, deception, or conspiracy.

(b) The Independent Inspector General shall be appointed through the following process:

(1) With respect to the appointment of the initial Independent Inspector General:

a. The President of the Cook County Board of Commissioners ("President") shall request from the Cook County Bar Association and the Chicago Bar Association (the "Bar Associations"), the names of three (3) candidates (the "Candidate List") who are duly qualified and do not possess a personal or business relationship with any county elected official. The Candidate List shall be accompanied by each candidate's resume, qualifications, and a brief statement detailing each individual's credentials for the appointment of Independent Inspector General. The Bar Associations shall submit the Candidate List within 75 days of the President's request for same. The Bar Associations shall provide the Board of Commissioners ("County Board") with progress reports as to the status of the search. Progress reports shall be due on the 30th, 60th, and 75th day subsequent to the President's request. The County Board shall receive and file said progress reports at the meeting of the County Board next succeeding each due date abovementioned. In the event the Bar Associations do not submit the Candidate List within 75 days of the President's request, the County Board may waive the Bar Associations' participation and recommend alternative groups or associations to complete the Candidate List.

b. The President shall submit the Candidate List to a bipartisan selection committee ("Selection Committee"), which the President appoints and consists of: four

Commissioners (two representing the majority party and two representing the minority party of the County Board), the Cook County State's Attorney and the Director of the Cook County Board of Ethics. The Selection Committee shall conduct interviews and/or any other such investigations of the candidates as the Selection Committee deems fit, and shall call a vote, within 30 days of the President's submission of the Candidate List unless additional time is necessary to complete pending investigations. However, any extension shall not exceed 30 days, to determine which candidate from the Candidate List shall be submitted to the County Board for consideration for the office of Independent Inspector General.With respect to the vote of the Selection Committee, the President shall maintain his ex officio nonvoting status as governed in Subsection 2-105(c)(2) of the Cook County Code of Ordinances. If no candidate receives a majority vote for submission to the County Board, the President shall cast the deciding vote. The Candidate which the Selection Committee selects shall be submitted to the County Board for consideration at the meeting of the Board next succeeding the vote of the Selection Committee.

c. The County Board shall call a vote for the appointment of the Candidate to the office of Independent Inspector General no later than the second meeting of the County Board following the Selection Committee's selection and submission to the Board. If the Candidate does not receive a majority vote, the nomination shall become null and void and the Selection Committee shall select a new Candidate from the remaining two candidates on the Candidate List. If none of the candidates from the Candidate List receives a majority vote, the Bar Associations shall supply a new Candidate List. Any subsequent Candidate List shall be submitted to the President within 14 days of the President's request for same.

(2) With respect to the appointment of any Independent Inspector General subsequent to the initial Independent Inspector General:

a. Upon the occurrence of either a vacancy or anticipated vacancy in the position of Independent Inspector General (the "Vacancy"), the Board shall consider, at the first regularly scheduled meeting of the Board immediately succeeding the Vacancy, the selection of a professional group or association to determine the identity of a national executive search firm (the "Search Firm Selecting Association") to perform executive search services and to create a pool of the 20 most qualified candidates for the position of Independent Inspector General, produced by the search (the "Pool"). The Board shall vote on the selection of the Search Firm Selecting Association no later than the second regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy.

1. The Search Firm Selecting Association shall determine the identity of the national executive search firm no later than the fourth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy;

2. The national executive search firm shall perform its services and submit the identities of the candidates which comprise the Pool, including resumes, qualifications, and statements detailing each member of the Pool's credentials for the appointment of Independent Inspector General, to the Candidate Review and Submission Association, defined in Subsection 2-282(2)b. below, no later than the eighth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy or within 60 days of the Search Firm Selecting Association's selection of the national executive search firm, whichever date is sooner;

3. In the event the Search Firm Selecting Association, or the national search firm, does not comply with the deadlines abovementioned, the County Board may waive the Search Firm Selecting Association's or the national search firm's participation, and recommend alternative groups or associations to complete the abovementioned duties; and

4. The Search Firm Selecting Association, or its officers, agents, employees, and members, and the national executive search firm, or its officers, agents, and employees, shall not have a personal or business relationship with any county elected official.

b. At the meeting of the Board wherein the vote to select the Search Firm Selecting Association is executed and finalized, the Board shall consider the selection of a professional group or association to assist the national executive search firm in the search process and to comparatively review and analyze the members of the Pool (the "Candidate Review and Submission Association"). The Board shall vote on the selection of the Candidate Review and Submission Association no later than the fourth meeting immediately succeeding the Vacancy.

1. The Candidate Review & Submission Association shall complete its comparative review and analysis of the members of the Pool no later than the tenth regularly scheduled meeting of the Board, exclusive of all special and emergency meetings, immediately succeeding the Vacancy or within 30 days after receipt of all documents and materials related to the candidacy of the members of the Pool, whichever date is sooner; and

2. The Candidate Review and Submission Association, or its officers, agents, employees, and members, shall not have a personal or business relationship with any county elected official.

c. Within 14 days of the Candidate Review and Submission Association's completion of its comparative review and analysis of the members of the Pool, the Candidate Review and Submission Association shall provide the names of three candidates (the "Candidate List") who are duly qualified and do not possess a personal or business relationship with any county elected official. The Candidate List shall be accompanied by each candidate's resume, qualifications, and a brief statement detailing each individual's credentials for the appointment of Independent Inspector General. The national search firm and/or the Candidate Review and Submission Association shall provide the County Board with progress reports as to the status of the search. Progress reports shall be due at every second meeting of the County Board following the confirmation and selection of the national search firm until the submission of the Candidate List to the President. The County Board shall receive and file said progress reports at each meeting of the County Board wherein said progress reports are due. In the event the Search Firm Selecting Association, the national search firm, or the Candidate Review and Submission Association do not comply with the deadlines abovementioned, the County Board may waive the aforementioned groups' participation and recommend alternative groups or associations to complete the Candidate List.

d. The President shall submit the Candidate List to a bipartisan selection committee ("Selection Committee"), which the President appoints and consists of: four Commissioners (two representing the majority party and two representing the minority party of the County Board), the Cook County State's Attorney and the Director of the Cook County Board of Ethics. The Selection Committee shall conduct interviews and/or any other such investigations of the candidates as the Selection Committee deems fit, and shall call a vote, within 30 days of the President's submission of the Candidate List unless additional time is necessary to complete pending investigations, however, any extension shall not exceed 30 days, to determine which candidate from the Candidate List shall be submitted to the County Board for consideration for the office of Independent Inspector General. With respect to the vote of the Selection Committee, the President shall maintain his ex officio nonvoting status as governed in Subsection 2-105(c)(2) of the Cook County Code of Ordinances. If no candidate receives a majority vote for submission to the County Board, the President shall cast the deciding vote. The Candidate which the Selection Committee selects shall be submitted to the County Board for consideration at the meeting of the Board next succeeding the vote of the Selection Committee.

e. The County Board shall call a vote for the appointment of the Candidate to the office of Independent Inspector General no later than the second meeting of the County Board following the Selection Committee's selection and submission to the Board. If the Candidate does not receive a majority vote, the nomination shall become null and void and the Selection Committee shall select a new Candidate from the remaining two candidates on the Candidate List. If none of the candidates from the Candidate List receives a majority vote, the Candidate Review and Submission Association shall supply a new Candidate List. Any subsequent Candidate List shall be submitted to the President within 14 days of the President's request for same.

(3) Upon the approval of a majority vote of those elected and entitled to vote on the County Board, the candidate shall become the Cook County Independent Inspector General, with a term of six years.

(4) Upon expiration of the Independent Inspector General's term, the President may request that the County Board reappoint the Independent Inspector General to a subsequent term. The County Board may, by a majority vote of those elected and entitled to vote, reappoint the Independent Inspector General to a subsequent term. In lieu of reappointment, the President with the advice and consent of the County Board may restart the selection process for a new Independent Inspector General as outlined in this Section. The incumbent Independent Inspector General may submit his or her name to the Candidate Review and Submission Association as a candidate to be considered for selection and appointment.

(5) The Cook County Bureau of Human Resources shall be responsible for ensuring that background checks are conducted on the nominees selected by the Bar Associations and the Candidate Review and Submission Association. The results of the background checks shall be provided to the Selection Committee prior to the interviews of candidates.

(Ord. No. 07-O-52, 7-31-2007; Ord. No. 08-O-25, 3-18-2008.)

Sec. 2-283. - Purpose of office.

The purpose of the Office of Independent Inspector General is to detect, deter and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination or misconduct in the operation of County government. For purposes of this Section, "unlawful political discrimination" shall be defined as follows: conduct affecting a nonexempt employee's hiring, firing or terms and conditions of employment based on political reasons and factors. Such political reasons and factors include the following:

(a) Recommendations for hiring, promotion or other employment terms for specific persons from public officeholders or political party officials that are not based on personal knowledge of the person's work skills, work experience or other job-related qualifications.

(b) The fact that the person worked in a political campaign or belongs to a political organization or political party, or the fact that the person chose not to work in a political campaign or to belong to a political organization or a political party. The mere fact that a person worked for a political campaign for elective office does not prohibit consideration of a recommendation related to that person insofar as the basis for that recommendation relates to the person's relevant work experience.

(c) The fact that the person contributed money, raised money or provided something else of value to a candidate for public office or a political organization, or the fact that the person chose not to contribute or raise money for a candidate for public office or a political organization.

(d) The fact that the person is a Democrat or a Republican or a member of any other political party or group, or the fact that the applicant is not a member.

(e) The fact that the person expressed views or beliefs on political matters such as which candidates or elected officials he or she favored or opposed, which public policy issue he or she

favored or opposed, or which views on government actions or failures to act he or she expressed.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-284. - Functions, authority and powers.

In addition to other powers conferred herein, the OIIG shall have the following functions, authority and powers:

(1) To receive and register complaints and information concerning corruption, fraud, waste, mismanagement, unlawful political discrimination and misconduct in the operations of County Government; including, but not limited to any County contract, grant, lease, license, or application or certification of eligibility for the same; all County employees, departments, bureaus, boards, agencies, agents, or independent contractors; appointed officials, and elected officials in the performance of their official duties; contractors and subcontractors providing goods and services pursuant to a County contract; and all persons and business entities seeking County contracts or certification of eligibility for County contracts.

(a) Complaints and other documents, relating to the Independent Inspector General's investigations of elected officials, shall be verified by certification. The several matters stated in the complaints and other documents shall be stated positively or upon information and belief only, according to the fact. Nothing in this Section shall restrict the Independent Inspector General from exercising his/her independent judgment, based upon an articulable suspicion, to initiate an investigation of an elected official, notwithstanding the existence of any unverified information, or documents, statements and claims submitted anonymously.

(b) The person having knowledge of the matters stated in the complaint or other document certified in accordance with this Section shall subscribe to a certification in substantially the following form: Under penalties as provided by law pursuant to Section 2-291 of the Office of Independent Inspector General Ordinance, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

(c) Any complaint and other document, relating to the Independent Inspector General's investigations, certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath.

(d) Any person who intentionally makes a false statement, material to the issue or point in question, in any complaint or other document relating to the Independent Inspector General's investigations of elected officials, and which is certified by such person in accordance with this Section shall be guilty of knowingly furnishing false statements or misleading information and shall be subject to violations and penalties in Section 2-291.

(2) To investigate corruption, fraud, waste, mismanagement, unlawful political discrimination and misconduct in operations of County Government under the Offices of the President as well as the separately elected County officials, either in response to such complaints or on the Independent Inspector General's own initiative, or in the proper case, to refer complaints and information to an outside law enforcement agency.

(3) To promulgate rules and regulations for the conduct of investigations consistent with the requirements of equal protection, due process and this division.

(4) To request information from and to conduct interviews under oath with County employees, officials, agents, contractors, subcontractors, licensees, grantees or persons or businesses seeking County contracts, grants, licenses, or certification of eligibility for County contracts, for the purpose of investigation of corruption, fraud, waste, mismanagement, unlawful political

discrimination, or misconduct. This includes the power to review past, present, and proposed County programs, accounts, records, contracts and transactions.

(5) To prepare confidential reports and make recommendations for corrective action as outlined in Section 2-285.

(6) To notify the State's Attorney or other appropriate law enforcement authority if the Independent Inspector General determines or suspects that possible criminal conduct has occurred, and to promptly tender to such authorities any evidence or information which has been obtained by the Independent Inspector General. In the event an investigation by the OIIG threatens to interfere with an investigation by a different county, city, state, or federal law enforcement agency, the OIIG will cooperate in all respects with such law enforcement agency. The OIIG shall acquiesce in its investigation only upon written request of another law enforcement agency.

(7) To notify the Cook County Board of Ethics if the Independent Inspector General determines that a violation of the Cook County Ethics Ordinance has occurred by submitting to the Board of Ethics a copy of the investigation report described in Section 2-288.

(8) To serve as liaison between County Government and law enforcement authorities regarding any matters which have been referred to such authorities by the Independent Inspector General.

(9) To provide quarterly reports to the President and Members of the County Board as outlined in Section 2-287.

(10) To create and maintain a toll-free "Office of the Independent Inspector General Hotline" for the purpose of receiving reports of corruption, fraud, waste, mismanagement, unlawful political discrimination and misconduct. The identity of any individual placing a call to the Office of the Inspector General Hotline shall be kept confidential during and after the investigation of any complaint made by the caller, unless the caller consents to disclosure of his or her name or disclosure of the caller's identity is otherwise required by law. Alternatively, reports may be made anonymously.

(11) Notwithstanding any other provision of this Section, the Independent Inspector General shall cooperate with the Shakman Compliance Administrator and fulfill the obligations required in the Supplemental Relief Order entered into by Cook County in Shakman et al. vs. The Democratic Organization of Cook County, et al. No. 69 C 2145 (United States District Court for the Northern District of Illinois), including providing copies of complaints, investigating unlawful political discrimination expeditiously, reporting the results to the Shakman Compliance Administrator, and providing the Shakman Compliance Administrator with quarterly reports.

(12) The Independent Inspector General shall have, subject to budgetary allocation by the County Board, the sole power to appoint, employ, and remove such assistants, employees and personnel and establish personnel procedures as deemed necessary for the efficient and effective administration of the OIIG.

(13) To provide a proposed budget request within 90 days of his/her initial appointment and annually thereafter pursuant to the County's fiscal year budget rules and regulations.

(Ord. No. 07-O-52, 7-31-2007; Ord. No. 09-O-71, 10-6-2009; Ord. No. 17-1165, 3-8-2017.)

Sec. 2-285. - Cooperation.

(a) It shall be the duty of all County employees, officials, agents, contractors, subcontractors, licensees, grantees or persons or businesses seeking County contracts, grants, licenses, or certification of eligibility for County contracts, to cooperate with the OIIG in the conduct of investigations undertaken pursuant to this division. Every County contract and every bid, proposal, application or solicitation for a County contract and every application for certification of eligibility for a County contract or program shall contain a statement that the person, individually and on behalf of the applicant, will abide by all

provisions of this division. It shall be unlawful for any person subject to this Section to refuse to cooperate with the Independent Inspector General as required by this Section. The penalty for such violation shall be governed by Section 2-291.

(b) All persons with whom the OIIG requests an interview are required to comply in a timely fashion. Within constitutional limitations, failure by any County employee, official, agent, contractor, subcontractor, licensee, grantee or person or business seeking County contracts, grants, licenses, or certification of eligibility for County contracts, to cooperate with any reasonable request by the OIIG carries the threat of sanctions and/or criminal contempt proceedings, and any other penalties the County Board has within its scope to assess.

(c) Nothing in this compliance section may be interpreted to allow the OIIG to violate any individual's constitutional rights, including the 5th Amendment right against self-incrimination.

(d) It is the duty of every employee, department and elected official to cooperate with the Independent Inspector General in any investigation or hearing. Each department's premises, equipment, personnel, books, records and papers shall be made readily available to the Independent Inspector General.

(e) If the Independent Inspector General issues a recommendation of corrective action to the head of a County department or bureau, that department or bureau head must respond to that recommendation within 45 days with a written response to the Independent Inspector General and Chief of the Bureau of Human Resources. This response must include either (1) a description of any corrective action the department or bureau head has taken or (2) a request for a 30-day extension of the 45-day decision period if additional time is needed by the department or bureau head to review the recommendation of corrective action. If the head of that department or bureau did not take any corrective action, or took a different corrective action than that recommended by the Independent Inspector General, the department or bureau head must describe the different action and explain the reasons for the different action in the written response. This response must be submitted to the Independent Inspector General and Chief of the Bureau of Human Resources within the 30-day decision period. The Independent Inspector General may approve a request for an extension of this 45-day decision period for a period of time not to exceed 30 days if additional time is needed by the head of the department or bureau to review the recommendation of corrective action. If a department head, bureau chief, or separately elected official fails to meet the 45-day requirement or, if approved, the 30-day extension the Independent Inspector General shall notify the Chair of the Litigation Sub-Committee and the President when there is a failure to reply. The chair of the Litigation Sub-Committee may then call the department head, bureau chief, or representative of the separately elected official to appear before the Litigation Sub-Committee to explain the lack of response.

(f) It shall be the duty of all County employees, officials, agents, contractors, subcontractors, licensees, grantees or persons or businesses seeking County contracts, grants, licenses, or certification of eligibility for County contracts to report, directly and without undue delay, to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, allegations of political discrimination in nonexempt positions or other criminal activity, by another County employee or official, which concerns his or her office of employment or County related transaction. The knowing failure of any employee to report as required above shall constitute cause for discipline up to and including termination. For purposes of this Section, a report made to the Inspector General Hotline shall be considered a direct report.

(Ord. No. 07-O-52, 7-31-2007; Ord. No. 12-O-44, 10-2-2012; Ord. No. 17-9984, 1-17-2018.)

Sec. 2-286. - Subpoenas.

The Independent Inspector General shall be authorized to issue subpoenas to request documents or testimony related to an investigation authorized by this division. Subpoenas shall be served in the manner provided under the Rules of the Illinois Supreme Court and shall identify the person to whom the subpoena is directed and the documents or items sought, stating the date, time and place for appearance

of the witness and production of the documents or other items described in the subpoena. In no event shall the date for appearance or production be less than seven days after service of the subpoena. No later than the time for appearance or production requested by subpoena, the person to whom the subpoena is directed may object to the subpoena in whole or in part. The Independent Inspector General shall consider the grounds for the objection and may resolve the objection through negotiation. The Independent Inspector General shall be authorized to seek enforcement of subpoenas issued pursuant to this Section, through the State's Attorney of Cook County in accordance with 55 ILCS 5/3-9005(a)(3) or 55 ILCS 5/3-9008(a), in the Circuit Court of Cook County. No documents or testimony may be sought from representatives of labor organizations relating to the function of representing an employee subject to investigation, or for documents or information which are privileged or confidential under State or Federal law, including, but not limited to, documents or information maintained under the Mental Health and Developmental Disabilities Confidentiality Act.

(Ord. No. 07-O-52, 7-31-2007; Ord. No. 13-O-42, 9-11-2013.)

Sec. 2-287. - Quarterly reports.

No later than the 15th day of January, April, July and October of each year, the Independent Inspector General shall submit to the President and the County Board a publicly available report, accurate as of the last day of the preceding month, indicating:

(1) The number and type of investigations initiated, concluded, or pending since the date of the last report.

(2) The number and type of investigations of the conduct (corruption, fraud, waste, mismanagement, unlawful political discrimination or misconduct) of any County employee, appointed officials, elected officials, contractors, subcontractors, persons seeking County contracts, or persons seeking certification of eligibility for County contracts or other County programs.

(3) The number of and types of investigations conducted by the OIIG regarding employees under the separately elected officials.

(4) The number and type of recommendations made to any department heads or elected official and whether or not the recommendation was followed.

(5) The number of concluded investigations that have not yet been responded to within the 45-day requirement or, if approved, the 30-day extension.

(6) Upon receipt of such reports, the Cook County Board may take appropriate action, such as referring the report to the Litigation Subcommittee for further consideration, receiving and filing, approving or rejecting such report.

(Ord. No. 07-O-52, 7-31-2007; Ord. No. 17-9984, 1-17-2018.)

Sec. 2-288. - Summary reports.

Upon conclusion of any investigation, the Independent Inspector General shall submit a confidential summary report to the President, the appropriate head of any department or bureau to whose office the investigation pertains, the Chief of the Bureau of Human Resources and to the Purchasing Agent in the case of a sustained finding regarding a contractor, subcontractor, applicant for a contract, or person seeking certification of eligibility for a contract, and to the Board of Ethics in the case of a sustained finding regarding any violation of the Cook County Ethics Ordinance (Sections 2-560 through 2-603). If the Independent Inspector General has conducted any investigations regarding the office, or an employee, contractor or subcontractor of a separately elected official, the Independent Inspector General also shall submit the confidential summary report to the elected official.

(a) The report shall include the following:

(1) A description of any complaints or other information received by the Independent Inspector General pertinent to the investigation.

(2) A description of any illegal conduct, corruption, fraud, waste, mismanagement, unlawful political discrimination, misconduct, or inefficiencies observed or discovered in the course of the investigation.

(3) Recommendations for correction of any illegal conduct, corruption, fraud, waste, mismanagement, unlawful political discrimination, misconduct, or inefficiencies described in the report and a timeline for corrective action.

(4) Such other information as the Independent Inspector General may deem relevant to the investigation or resulting recommendations.

(b) The report shall not mention the name of any informant, complainant, witness, or person investigated, except in the following instances:

(1) Where the copy of the report given to the head of any department or agency recommends disciplinary action against an employee of that agency.

(2) Where the copy of the report given to the purchasing agent makes recommendations concerning any contractor, subcontractor, applicant for a contract, or person seeking certification of eligibility for a contract.

(3) Where the copy of the report given to the head of a department or agency makes recommendation concerning a person seeking certification of eligibility of a program administered by the department or agency.

(4) Where the copy given to the President and the Chief of the Bureau of Human Resources recommends disciplinary action against the head or any employee of any executive department or agency.

(c) If any investigation is not concluded within 180 days after its initiation, the Independent Inspector General shall notify the President and the Litigation Subcommittee of the general nature of the complaint or information giving rise to the investigation and the reasons for failure to complete the investigation within 180 days.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-289. - Confidentiality; public statements.

Investigatory files and summary reports concerning alleged corruption, fraud, waste, mismanagement, unlawful political discrimination or misconduct by any person shall be confidential except as provided below or required pursuant to the Supplemental Relief Order entered in the Shakman Case.

(a) Summary reports shall not be divulged by the Independent Inspector General to any person except to the President, the head of any department or bureau to whose office the investigation pertains, the Chief of the Bureau of Human Resources, accused, Purchasing Agent where applicable and to the separately elected official to whose office the investigation pertains. If the investigation involves violations of the Cook County Ethics Ordinance, the Independent Inspector General also shall submit the confidential summary report to the Cook County Board of Ethics.

(b) Investigatory files shall be confidential, however said files may be divulged with the summary report to the Board of Ethics, the Chief of the Bureau of Human Resources and the head of any department or bureau and elected official to whose office the investigation pertains in order to effectively address matters of discipline or ethical violations. Notwithstanding the foregoing, information or evidence obtained by the Independent Inspector General which pertains to

possible criminal activity may be promptly provided to the appropriate law enforcement authorities.

(c) The Independent Inspector General is authorized to issue public statements concerning:

(1) An investigation that exonerates an individual who is publicly known to have been under investigation, where the subject requests such a statement.

(2) An investigation that concerns inefficient or wasteful management, as opposed to individual misconduct or illegality.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-290. - Removal of Independent Inspector General.

The Independent Inspector General may be removed prior to the expiration of his term only for cause and in accordance with the provisions of this Section. The President shall give written notice to the County Board of intent to remove the Independent Inspector General, stating the cause for removal. A copy of the notice shall be served upon the Independent Inspector General. Within ten days of receipt, the Independent Inspector General may file with the County Board a request for hearing on the cause for removal. If no such request is made within ten days, the Independent Inspector General shall be deemed to have resigned his office as of the tenth day after receipt of notice. If a request for hearing is made, the County Board shall convene a hearing on the cause for removal of the Independent Inspector General, at which the Independent Inspector General may appear and be heard. The hearing shall be convened within 14 days after the request and shall be concluded within 14 days thereafter. The hearing shall be conducted in closed session with notice given in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.). The notice of cause for removal shall constitute the charge against the Independent Inspector General. Removal of the Independent Inspector General shall require the affirmative vote of two-thirds of the members of the County Board then holding office.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-291. - Violations and penalties.

(a) It shall be a violation of this division for any person to:

(1) Retaliate against, punish, harass, threaten or penalize any other person for communicating, cooperating or assisting the Independent Inspector General in the performance of duties.

(2) Interfere, obstruct, or attempt to interfere or obstruct an investigation conducted by the Independent Inspector General.

(b) In addition to all other available remedies, civil and criminal, the following penalties shall apply to violations of this division:

(1) Any County employee who is found to have willfully violated this division as provided in Section 2-285 or Subsection (a) of this Section shall be subject to disciplinary action, up to and including discharge. Disciplinary action shall be instituted in accordance with procedures applicable to the employee, including but not limited to those established by the Merit Board, Civil Service Commission, Human Resources Board, collective bargaining agreements, employee manuals, handbooks or at-will practice of the employer.

(2) Any agent, independent contractor or appointed official found to have willfully violated this division as provided in Section 2-285 or Subsection (a) of this Section shall be subject to removal.

(3) Any contractor, subcontractor, grantee, lessee or licensee under a County contract, grant, lease or license, found to have willfully violated this division as provided in Section 2-285 or

Subsection (a) of this Section shall be subject to termination of existing contracts, grants, leases or licenses, and/or ineligibility for consideration for future County contracts, grants, leases or licenses for a period not to exceed two years.

(4) Any person or business entity seeking County contracts or certification of eligibility for County contracts or participation in any County program found to have willfully violated this division shall be subject to ineligibility for consideration for future County contracts, grants, leases, licenses, or programs for a period not to exceed two years.

(5) Any person found to have willfully violated Section 2-285 shall also be subject to a fine of not less than $300.00 and not more than $500.00 for each violation.

(6) Any person who makes a false statement, material to the issue or point in question, which he does not believe to be true, in any complaint or other document relating to the Independent Inspector General's investigations of elected officials, and which is certified by such person in accordance with Subsection 2-284(1) shall be guilty of knowingly furnishing false statements or misleading information. Any person found to have violated, intentionally obstructed or interfered with an investigation of, or intentionally made a false, misleading or bad faith allegation or claim in accordance with Subsection 2-284(1) shall be subject to the above-listed penalties and may be further subject to a penalty of up to six months imprisonment and fines up to $5,000.00 per violation. Actions seeking the imposition of a fine shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, as amended.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-292. - Severability.

If any section, subsection, clause or provision of this Section is held to be invalid by a court of competent jurisdiction, the remainder of the section shall not be affected by such invalidity.

(Ord. No. 07-O-52, 7-31-2007.)

Sec. 2-293. - Effective date.

This amendatory ordinance takes effect 30 days after becoming law.

(Ord. No. 07-O-52, 7-31-2007.)

Secs. 2-294—2-310. - Reserved.

EXHIBIT B

ORDINANCE O19-003

OFFICE OF INDEPENDENT INSPECTOR GENERAL

BE IT ORDAINED by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago:

SECTION ONE: The purpose of this Office of Independent Inspector General Ordinance is to ensure that effective programs are in place to promote integrity and efficiency in government by extending the services of the Cook County Office of the Independent Inspector General ("OIIG") to the Metropolitan Water Reclamation District of Greater Chicago ("District").

SECTION TWO: The Metropolitan Water Reclamation District of Greater Chicago adopts the provisions of the Independent Inspector General Ordinance as provided by Cook County Board of Commissioners Ordinance No. 07-O-52, as amended (Cook County Code of Ordinances, Ch. 2, Div. 5 Inspector General, Section 2-281 *et seq.*), with the following exceptions:

Sec. 2-284(9). The OIIG shall not report to the Cook County President and Board regarding District matters, but shall report to the District's Board and Executive Director.

Sec. 2-284(11). The Supplemental Relief Order in the referenced litigation does not apply to the District.

Sec. 2-287. The OIIG shall not provide quarterly reports to the Cook County President and Board regarding investigations and recommendations as to District matters, but shall provide quarterly reports, as described, to the District's Board and Executive Director.

Sec. 2-288. The OIIG shall not provide summary reports to the Cook County President or other County personnel regarding investigations of District matters, but shall provide summary reports, as described, to the District President and applicable District personnel.

In Section 2-283, the adopted portions of Section 2-284, and Section 2-285, the term "County" shall be understood to mean "District" for purposes of the application of those provisions to services performed by the OIIG for the Metropolitan Water Reclamation District of Greater Chicago.

SECTION THREE: Furthermore, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago recognizes and grants authority to the Cook County Office of the Independent Inspector General to detect, deter and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination or misconduct in the operation of the Metropolitan Water Reclamation District of Greater Chicago.

PASSED this 18th day of April, 2019.

Approved as to Form and Legality:

Lisa A. Goldberg
Lisa A. Goldberg
Deputy General Counsel

Susan Morak
Susan T. Morakalis
General Counsel

Approved:

Kari K. Steele
Honorable Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago