



OFFICE OF INSPECTOR GENERAL
City of Chicago

Joseph M. Ferguson
Inspector General

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Memorandum of Understanding
Between the Law Department and the Office of Inspector General
Regarding Investigations of the Office of Inspector General
June 15, 2009
Revised April 2017

The City of Chicago Office of Inspector General, through Inspector General Joseph M. Ferguson, and the City of Chicago Law Department, through Corporation Counsel Edward N. Siskel, agree that the following protocol will govern complaints against employees of the Office of Inspector General.

I. DEFINITIONS

“City OIG” means the City of Chicago Office of Inspector General.

“Corporation Counsel” means the Corporation Counsel for the City of Chicago.

“Hybrid Complaint” means a complaint making allegations both against one or more members of City OIG Management and against one or more City OIG employees who are not City OIG Management.

“Inspector General” means the Inspector General for the City of Chicago.

“City OIG Management” means the persons holding the titles Inspector General, Chief of Staff, First Deputy Inspector General, and Deputy Inspector General.

“Outside Investigator” means an independent entity or individual engaged in the manner prescribed by this memorandum to investigate complaints against City OIG Management.

“Parks OIG” means the Chicago Park District Office of Inspector General.

II. TERMS OF PARTIES’ UNDERSTANDING

A. *Division of duties between Outside Investigator and City OIG*

1. Subject to the Parks OIG screening process established in subsection II.C below, an Outside Investigator shall investigate complaints against City OIG Management in the manner described in subsection II.E. City OIG will handle complaints against City OIG employees who are not City OIG Management in the manner described in subsection II.D.

2. In the case of a Hybrid Complaint, subject to the Parks OIG screening process established in subsection II.C below, an Outside Investigator shall perform the investigation, unless it is reasonably possible to divide the allegations into separate complaints against City OIG Management and City OIG employees who are not City OIG Management.

B. Receipt of Complaints

1. When City OIG receives a complaint against one or more City OIG employees, it will, as appropriate, either handle the complaint in the manner described in subsection II.D below or refer it to Parks OIG for screening pursuant to subsection II.C.

2. When a City employee or official outside of City OIG receives a complaint against one or more employees of City OIG, the recipient shall forward the complaint to either City OIG or the Corporation Counsel. If City OIG receives such complaint, it will, as appropriate, handle the complaint in the manner described in subsection II.D below or refer it to the Parks OIG for screening pursuant to subsection II.C. If the Corporation Counsel receives such complaint, he will, as appropriate, refer it to City OIG or Parks OIG.

C. Parks OIG Screening Process for Complaints Against City OIG Management

Parks OIG will screen complaints against City OIG Management in the manner described in the memorandum of understanding between the Inspector General and the Inspector General of the Chicago Park District executed on April 24, 2017 (copy attached hereto as Exhibit A).

D. Complaints handled by City OIG

1. When City OIG receives a complaint and does not refer it to Parks OIG pursuant to subsection II.C, City OIG will make the threshold determination whether the complaint merits a full investigation. In making this determination, City OIG will assume that the facts alleged are true, and determine whether they are sufficient to allow the imposition of legal and/or administrative sanctions against any subject of the complaint. If City OIG determines that the complaint is sufficient on its face, City OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal City OIG documents, and interviewing principal witnesses.

2. If City OIG determines that a complaint referred by the Corporation Counsel does not merit a full investigation, City OIG will inform the Corporation Counsel of the determination. If the Corporation Counsel disagrees, the Corporation Counsel will confer with City OIG in an attempt to reach agreement. If the disagreement remains and the Corporation Counsel continues to believe that the complaint merits a full investigation, City OIG will conduct a full investigation of the complaint.

3. If City OIG conducts a full investigation, it will issue a report at the conclusion stating whether the allegations are sustained or not sustained. If City OIG sustains

one or more allegations, the report will summarize the basis for City OIG's findings and conclusions. City OIG will send a copy of the report to the Corporation Counsel and Mayor. City OIG, consonant with its regulations, shall ensure that the staff involved with any threshold determination and/or full investigation pursuant to subsection II.D do not have a conflict of interest related to the matter.

E. Complaints investigated by Outside Investigator

1. When Parks OIG determines pursuant to subsection II.C above that a complaint merits a full investigation, an Outside Investigator will be retained. Outside Investigators will be chosen jointly by the Inspector General and the Corporation Counsel. Each Outside Investigator shall have the maximum amount of independence from the City of Chicago government and City OIG, and the maximum amount of experience regarding this type of investigative work. The Outside Investigator shall investigate fully the complaint considered during the threshold review; however, if in the course of the investigation the Outside Investigator becomes aware of unrelated potential misconduct, the Outside Investigator will present the allegation to the Corporation Counsel and the Inspector General for approval to investigate prior to conducting work on the new matter. In the case of a Hybrid Complaint where it is not reasonably possible to divide the allegations against City OIG Management and City OIG employees who are not City OIG Management into separate complaints, the Outside Investigator shall handle the entire matter.

2. Each Outside Investigator shall be provided access to all City OIG personnel and records, subject to the provisions below. City OIG will cooperate fully with Outside Investigators' investigations. The Outside Investigator shall conduct its investigation in accord with City OIG's published rules and regulations, affording subjects and witnesses the rights provided. If an Outside Investigator requests information from City OIG, through records or interviews, that would cause information to be disclosed that is protected by grand-jury secrecy rules, City OIG will inform the Outside Investigator that City OIG is unable to provide certain documents or answer certain questions because of grand-jury secrecy rules. If an Outside Investigator requests information from City OIG, through records or interviews, that would otherwise compromise the confidentiality or integrity of an ongoing City OIG investigation if disclosed, City OIG will provide this information to the Outside Investigator, but may inform the Outside Investigator that this information may not be disclosed to anyone other than employees of the Outside Investigator working on the investigation and City OIG, including in any final investigative report, unless and until the Inspector General authorizes disclosure.

3. When an Outside Investigator completes an investigation, it shall issue a report stating whether the allegations are sustained or not sustained. If the Outside Investigator sustains one or more allegations, the report shall summarize the Outside Investigator's basis for its findings and conclusions. The Outside Investigator may determine what form the report shall take. If City OIG has informed the Outside Investigator that certain information may not be disclosed, the Outside Investigator shall redact this information from the report in a manner satisfactory to City OIG before disclosing the report to anyone other than employees of the Outside Investigator working on the investigation and City OIG. Upon completing any required

redaction, the Outside Investigator shall send a copy of the report to the Inspector General, the Corporation Counsel, and Mayor.

F. Cost of Work By Outside Investigator

Outside Investigator fees and costs will be paid by the Law Department (50%) and City OIG (50%). The Outside Investigator shall send a copy of the bill for its work to both the Inspector General and the Corporation Counsel. The bill shall follow the Law Department's rules for legal fees and costs for outside law firms, including the rule setting the cap on hourly rates. Outside Investigators shall endeavor to staff investigations in a manner that avoids unreasonable fees and costs.

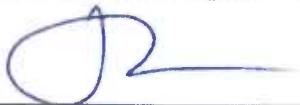
G. Confidentiality

All investigatory files and reports prepared pursuant to this memorandum of agreement by an Outside Investigator, Parks OIG, and City OIG will be confidential and will not be divulged to any person or agency, other than:

1. as provided in this memorandum;
2. pursuant to court order;
3. if the Outside Investigator, Parks OIG, City OIG, the Corporation Counsel, or the Mayor determines that such files and reports should be divulged to federal, state, or local law enforcement authorities; or
4. within City OIG, as determined by the Inspector General, in order to take steps considered necessary by the Inspector General to address any negative findings or conclusions in a report by the Outside Investigator or Parks OIG.

III. EFFECTIVE DATE AND DURATION

This memorandum of understanding shall be in effect for two years following its execution by both parties. It may be renewed for additional two-year terms. City OIG or Corporation Counsel may withdraw from the memorandum of understanding at any time by providing written notice fourteen days in advance to the other party, provided, however, that if an investigation pursuant to this MOU is pending at the time of notice, the MOU shall remain in effect until the completion of that investigation.



Joseph M. Ferguson
Inspector General

4/24/17

Date



Edward N. Siskel
Corporation Counsel

4/24/17

Date

EXHIBIT A



Joseph M. Ferguson
Inspector General

OFFICE OF INSPECTOR GENERAL
City of Chicago

740 N. Sedgwick Street, Suite 200
Chicago, Illinois 60654
Telephone: (773) 478-7799
Fax: (773) 478-3949

*Memorandum of Understanding
Between the City of Chicago Office of Inspector General
and the Chicago Park District Office of Inspector General
Regarding Investigations of their Offices
April 2017*

WHEREAS, the City of Chicago Office of Inspector General (City OIG) and Chicago Park District Office of Inspector General (Parks OIG) are charged with, among other things, investigating misconduct by public officials and employees who fall under their respective jurisdictions; and

WHEREAS, the City OIG and Parks OIG recognize that there must be a transparent system for processing complaints against their own employees; and

WHEREAS, this system must provide for independent and objective review and investigation of such complaints to ensure the public's confidence in the institutions charged with overseeing its government; and

WHEREAS, the City OIG and the Parks OIG seek to establish a system of review and investigation that is efficient and cost-effective for taxpayers;

NOW, THEREFORE, the City OIG and Parks OIG enter into the following Memorandum of Understanding:

I. DEFINITIONS

"City OIG" means the City of Chicago Office of Inspector General.

"City OIG Management" means the persons holding the titles Inspector General, Chief of Staff, First Deputy Inspector General, and Deputy Inspector General.

"Corporation Counsel" means the Corporation Counsel for the City of Chicago.

"Hybrid Complaint" means a complaint making allegations both against (1) one or more members of City or Parks OIG Management; and (2) one or more non-management employees of City or Parks OIG.

"Outside Investigator" means an independent entity engaged to investigate complaints against City or Parks OIG Management.

“Parks OIG” means the Chicago Park District Office of Inspector General.

“Parks OIG Management” means the Inspector General, Assistant Compliance Officer, and Legal Investigator.

II. TERMS OF PARTIES’ UNDERSTANDING

A. *Complaints Against City OIG Management And Hybrid Complaints Against City OIG Personnel*

1. In the event of a complaint against City OIG Management, or a Hybrid Complaint that is not reasonably possible to divide into separate complaints against City OIG Management and City OIG employees who are not City OIG Management, at the request of City OIG or the Corporation Counsel, Parks OIG will make a threshold assessment whether the complaint/Hybrid Complaint merits a full investigation by an Outside Investigator (hereafter, “screening process”). In performing the screening process, Parks OIG will assume that the facts alleged are true, and determine whether they are sufficient to warrant the imposition of legal and/or disciplinary sanctions against any subject of the complaint/Hybrid Complaint. If Parks OIG determines that the complaint is sufficient on its face, Parks OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal City OIG documents, and conducting preliminary interviews of principal witnesses.

2. During the screening process, Parks OIG shall have access to all City OIG personnel and records. City OIG shall cooperate fully in the screening process. If Parks OIG requests records or interviews that would disclose information protected by grand-jury secrecy rules, City OIG shall inform Parks OIG that those rules bar compliance with the request. If Parks OIG requests information that would otherwise compromise the confidentiality or integrity of an open City OIG investigation, City OIG shall provide the information to Parks OIG, but may inform Parks OIG that the information may not be disclosed unless and until City OIG authorizes the relevant disclosure.

3. Upon completing the screening process, Parks OIG shall advise City OIG in a determination letter whether the complaint/Hybrid Complaint merits a full investigation. If the Corporation Counsel referred the complaint/Hybrid Complaint to Parks OIG, Parks OIG shall provide a copy of its determination letter to the Corporation Counsel.

B. *Complaints Against Parks OIG Management And Hybrid Complaints Against Parks OIG Personnel*

1. In the event of a complaint against Parks OIG Management, or a Hybrid Complaint that is not reasonably possible to divide into separate complaints against Parks OIG Management and Parks OIG employees who are not Parks OIG Management, at the request of Parks OIG, City OIG will make a threshold assessment whether the complaint/Hybrid Complaint merits a full investigation by an Outside Investigator (hereafter, “screening process”). In

performing the screening process, City OIG will assume that the facts alleged are true, and determine whether they are sufficient to warrant the imposition of legal and/or disciplinary sanctions against any subject of the complaint/Hybrid Complaint. If City OIG determines that the complaint is sufficient on its face, City OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal Parks OIG documents, and conducting preliminary interviews of principal witnesses.

2. During the screening process, City OIG shall have access to all Parks OIG personnel and records. Parks OIG shall cooperate fully in the screening process. If City OIG requests records or interviews that would disclose information protected by grand-jury secrecy rules, Parks OIG shall inform City OIG that those rules bar compliance with the request. If City OIG requests information that would otherwise compromise the confidentiality or integrity of an open Parks OIG investigation, Parks OIG shall provide the information to City OIG, but may inform City OIG that the information may not be disclosed unless and until Parks OIG authorizes the relevant disclosure.

3. Upon completing the screening process, City OIG shall advise Parks OIG in a determination letter whether the complaint/Hybrid Complaint merits a full investigation.

C. Confidentiality

All investigatory files and reports prepared pursuant to this memorandum of understanding by City OIG or Parks OIG will be confidential and will not be divulged to any person or agency, other than:

1. as provided in this memorandum;
2. pursuant to court order;
3. if the City OIG or Parks OIG determines that such files and reports should be divulged to federal, state, or local law enforcement authorities; or
4. within City OIG or Parks OIG, as determined by their respective Inspector General, in order to take steps considered necessary to address any negative findings or conclusions reached as a result of the screening process.

III. EFFECTIVE DATE AND DURATION

This memorandum of understanding shall be in effect for two years following its execution by both parties. It may be renewed for additional two-year terms. City OIG or Parks OIG may withdraw from the memorandum of understanding at any time by providing written notice fourteen days in advance to the Inspector General of the other party, provided, however, that if a screening pursuant to this MOU is pending at the time of notice, the MOU shall remain in effect until the completion of that screening.

In witness whereof, the parties hereto have executed this Memorandum of Understanding between the City of Chicago OIG and the Park District OIG, as of the last date of execution below.



Joseph M. Ferguson
City of Chicago Inspector General

4/24/17

Date



Will Fletcher
Chicago Park District Inspector General

Apr 24, 2017

Date