

## **Release and Settlement Agreement**

This Release and Settlement Agreement is effective as of the date signed by all parties and is entered into between Plaintiffs Central Austin Neighborhood Association (“CANA”) and American Civil Liberties Union of Illinois (“ACLU”) (collectively “Plaintiffs”) and Defendant City of Chicago (“Defendant” or “City”).

### **Recitals**

WHEREAS, Plaintiffs filed a lawsuit against Defendant in the Circuit Court of Cook County, captioned *Central Austin Neighborhood Association v. City of Chicago*, No. 11 CH 37299 (“the Litigation”), alleging that disparities in response times to 911 calls for police service violated the Illinois Civil Rights Act (“ICRA”), 740 ILCS 23/1 *et seq.*, and contending that these disparities could be remedied by changes in the Chicago Police Department’s (“CPD”) method of deploying officers;

WHEREAS, Defendant denies that Plaintiffs have stated a claim and denies the factual and legal allegations in the Litigation, and has asserted certain affirmative defenses and counterclaims;

WHEREAS, following extensive discovery, the parties agreed to stay the Litigation on the conditions that the City would commission a workload analysis of CPD staffing relating to its response to 911 calls for service, and that through CPD it also would take measures aimed at increasing the collection of data (“on-scene data”) reflecting the time an officer first arrives on the scene for a call for service as measured from the time a unit was dispatched in response to a call for service (“on-scene response time”);

WHEREAS, after CPD’s measures to increase data collection, the City produced data to Plaintiffs showing that for 2018 the City collected 61% of its on-scene response times;

WHEREAS, in a separate lawsuit (*State of Illinois v. City of Chicago*, No. 17-cv-6260 (N.D. Ill.)), the City and CPD, as of March 1, 2019, became subject to a consent decree mandating changes to CPD, including its staffing (“Consent Decree”), and the City and CPD are currently developing a comprehensive staffing model to satisfy the requirements of the Consent Decree (“Staffing Model”);

WHEREAS, the Parties have engaged in extensive discussions of CPD’s deployment of police officers in connection with responding to 911 calls for service, including Plaintiffs’ analysis of the City’s data regarding dispatch times and on-scene response times;

NOW THEREFORE, for and in consideration of the agreements, releases, and other consideration provided in this Agreement, Plaintiffs and Defendant agree as follows:

#### **Agreement**

##### **Consideration.**

##### **I. Timetable to Complete Data Collection of Response Times.**

1. The City shall continue to collect the following data with respect to 911 calls: (1) the time of the call, (2) the time when a dispatcher dispatches the call to a CPD officer (“dispatch time”), (3) the time when officers leave the scene of the 911 call, (4) the location of the incident that was the basis for the 911 call, including the beat and district, (5) whether there was no officer available in the district to dispatch in response to the call (“Radio Assignments Pending” or “RAPs”), (6) the priority and type of call, (7) the officer or officers dispatched to the call, (8) the result of the call, including whether there was an arrest or other enforcement action at the completion of the call, and (9) the time the call was cleared.

2. Within one year of this Agreement, the City will use its best efforts to obtain on-scene response times for at least 70% of calls. Within three years, the City will use its best efforts

to obtain on-scene response times for at least 80% of calls. CPD will emphasize to officers that reporting on-scene status is essential for officer safety and department resource allocation.

**II. Incorporation of Equitable Response Into Staffing Models.**

3. In addition to and consistent with criteria enumerated in the Consent Decree, when developing a Staffing Model the City will advance its objective of equitably responding to emergency calls for service. As a matter of policy, the City agrees that response times to 911 calls of equal urgency should not result in materially different response times in different parts of the City, and as a corollary further agrees that people in predominantly minority neighborhoods should not wait materially longer for responses to 911 calls than people in predominantly white neighborhoods. When developing a Staffing Model, the CPD will consider whether the Staffing Model is reasonably calculated to avoid material disparities in response times between police districts, including, *inter alia*, with reference to the racial and ethnic characteristics of the respective districts' demographics. When the City has selected a proposed Staffing Model pursuant to the Consent Decree, the City will provide Plaintiffs' counsel in this case a reasonable description of the basis for its determination that the proposed Staffing Model fulfills the requirements of this paragraph, and will explain efforts to advance equitable responses for calls for service.

**III. Data Publication.**

4. Within three months of the date of this Agreement, the City shall use its records to calculate, by district, the average on-scene response times (defined as from time of dispatch to time on-scene), and shall make those district-by-district averages public by posting them on the City's website on a monthly basis. Such posting shall include pertinent information including the percent of calls for which there is response time data.

5. Within three months of the date of the Agreement, the City shall make public the calculated 911 response time data described in paragraph III(4) by posting them on the City's website on a monthly basis.

6. Within three months of the date of this Agreement, the City also will collect and post online, on a monthly basis, the data fields listed in Attachment A.

7. The data described in paragraphs III.4, 5, and 6 shall be no more than 30 days old when it is initially posted.

**IV. Attorneys' Fees and Costs.**

8. Defendant will pay Plaintiffs \$250,000.00 representing their attorneys' fees and costs, provided no further petition for fees and costs will be presented to the Court.

**V. Dismissal of Action.**

9. In consideration of the undertakings by the City set forth above, Plaintiffs shall dismiss their Complaint, subject to the reservation of jurisdiction below, within 14 days of the date of the Agreement.

**VI. No Admission of Liability.**

10. This Agreement reflects a voluntary compromise settlement of disputed matters, the Parties each preferring the certainty of compromise to the delay, uncertainty, and expense of continued litigation; it is understood and acknowledged that the consideration described above does not constitute an admission of any fault or liability on the part of any Party.

**VII. Release.**

11. Plaintiffs and their officers, directors, affiliates, predecessors, successors and assigns, agents, representatives and privies, after receiving the advice of counsel, understand and agree that, in consideration of the undertakings in this Agreement, this is a final and total

settlement of the matter, and Plaintiffs hereby release and forever discharge on behalf of themselves, their assigns, employees, agents, and representatives, any and all claims, liabilities, obligations, causes of action, demands, losses, damages, costs, and expenses, whether known or unknown, that each Plaintiff had, or has, under local, state, or federal law, against the City or its current or former officers, agents, and employees, and anyone acting on their behalf, whether served or unserved, named or unnamed, arising out of or relating to, either directly or indirectly, in whole or in part, the incidents or facts which are the basis of the Litigation. Defendant and its officers, agents, and employees, hereby releases and discharges Plaintiffs and their officers, directors, affiliates, predecessors, successors and assigns, agents, representatives, and privies, from any and all claims, counterclaims, or demands that were asserted or that arise out of the facts alleged in the Litigation. For the avoidance of doubt, this release does not preclude any party from pursuing claims that accrue in the future based on conduct post-dating this Agreement.

**VIII. Jurisdiction.**

12. Judge Neil H. Cohen of the Circuit Court of Cook County, Chancery Division, or his successor, shall retain jurisdiction over the Litigation for the sole purpose of enforcing this Agreement.

13. If any Party believes there has been a violation of this Agreement, it may bring the claim to the attention of the Court by filing a motion, provided that it has first notified the opposing party or parties of the claimed violation and provided a reasonable opportunity to consult and, if necessary, to cure the alleged violation.

**IX. Miscellaneous.**

14. This Agreement shall be binding upon and inure to the benefit solely of Plaintiffs, the City, and their respective successors in interest, if any (collectively “the Benefited Parties”). This Agreement is intended solely for the Benefited Parties. No other person shall have any rights, responsibilities, or obligations under this Agreement, nor may any such person enforce any of the terms or be legally entitled to any of the benefits of this Agreement.

15. Each Party represents that the person executing this Agreement on behalf of it is legally authorized to do so, provided, however, that implementation of Paragraph 8 (Attorneys’ Fees and Costs) is expressly conditioned upon City Council approval, and provided further that if the Council does not provide its approval by January 10, 2022, Plaintiffs may, by January 31, 2022, void this entire agreement, returning the parties to the position they were in the day before this Agreement was fully executed.

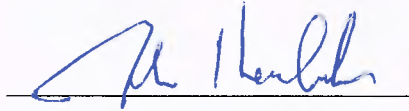
16. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute the same Agreement. A signed counterpart is as binding as an original. A copy of any signature on this Agreement is as binding as an original, and signed copies sent via fax or e-mail will be as valid as originals.

17. This Agreement may be modified only by written amendment executed by the duly authorized representatives of the Parties.

Executed:

For Defendant City of Chicago:

Date: 10/27/2021



JOHN L. HENDRICKS  
Deputy Corporation Counsel  
City of Chicago Law Department  
2 N. LaSalle Street, Suite 520  
Chicago, IL 60602  
(312) 744-6975

For Plaintiffs:

Date: 10/29/2021

DocuSigned by:  
*Eric S. Mattson*  
68252168C725428...

ERIC S. MATTSO  
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1 S. Dearborn  
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**Attachment A:  
Data Fields to be Regularly Published**

Cross Type Flag  
Disperid  
Descr  
EntryPersid  
Initpriority\*  
Inittype\*  
Location- location of event  
Location-deployment location  
Location- callerlocation  
LocHiCross  
OnsDate  
Place Name  
Radio  
Recddate\*  
SegmentId  
Text  
UnitClass  
UpdPersid  
UpdWksName  
Use  
XCoord  
YCoord  
Vehicle  
Ward  
ZipCode

For the fields of LocHouseNumber & CallerLocHouseNumber please reduce the addresses to the hundred block – so an address of 2004 w Roscoe would be reduced to 2000 W. Roscoe.

[Note: the data marked with an asterisk (\*) was not requested by Chicago Justice Project. We believe it is useful for our purposes.]