



Office of the City Clerk

City Hall
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Room 107
Chicago, IL 60602
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Legislation Details (With Text)

File #: O2012-8217
Type: Ordinance **Status:** Passed
File created: 12/12/2012 **In control:** City Council
Final action: 1/17/2013
Title: Intergovernmental agreement with Chicago Transit Authority regarding Chicago Police Department Voluntary Special Employment Program
Sponsors: Emanuel, Rahm
Indexes: Intergovernmental
Attachments: 1. O2012-8217.pdf

Date	Ver.	Action By	Action	Result
1/31/2013	1	Office of the Mayor	Signed by Mayor	
1/17/2013	1	City Council	Passed	Pass
1/16/2013	1	Committee on Budget and Government Operations	Recommended to Pass	Pass
12/12/2012	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 12, 2012

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Transit Authority regarding Police Services.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

\i.:

CHICAGO, January 17,2013

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Transit Authority necessary for the Chicago Police Department Voluntary Special Employment Program; and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

(Signed).

Carrie M. Austin Chairman

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ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through its Department of Police ("CPD") desires to enter into an intergovernmental agreement (the "Agreement") with the Chicago Transit Authority, an Illinois municipal corporation ("CTA") for the CPD's Voluntary Special Employment Program; and

WHEREAS, the CTA desires to enter into the Agreement with CPD; now therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Superintendent of CPD (the "Superintendent") or a designee of the Superintendent are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit with such changes, deletions and insertions thereto as the Superintendent or the Superintendent's designee shall approve (execution of the Agreement by the Superintendent or the Superintendent's designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

Section 2. Invalidity of any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

Section 4[^] Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage

and approval.

Attachment: Exhibit A

Exhibit A:

Intergovernmental Agreement for CPD's Voluntary Special Employment Program

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**CTA SPECIAL EMPLOYMENT PROGRAM
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into as of the 1st day of September, 2012, (hereinafter the "Agreement") by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of local government acting through its Department of Police (hereinafter referred to as the "CPD"), and the CHICAGO TRANSIT AUTHORITY, a municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (hereinafter referred to as the "CTA").

RECITALS:

WHEREAS, the legislature of the State of Illinois approved on April 12, 1945, the Metropolitan Transit Authority Act, creating the Chicago Transit Authority as a municipal corporation for the purpose of public ownership and operation of a transportation system in the metropolitan area of Cook County; and

WHEREAS, the security of CTA passengers, employees and property is a matter of public concern, and

the provision of such security is in the public interest; and

WHEREAS, both the CTA and CPD desire to develop a long-range strategy for the provision of such security to CTA passengers, employees and property; and

WHEREAS, the CPD Voluntary Special Employment Program allows sworn officers to volunteer to work during off-duty hours for municipal corporations separate and independent from the City of Chicago; and

WHEREAS, the CTA has agreed to incur the cost for a recruit class of fifty (50) police recruits to attend the Chicago Police Training Academy in the Fall of 2011 so that upon graduation fifty (50) officers could be added to CPD's Public Transportation

Section in Spring of 2012 whose full-time duties consists of the protection of CTA passengers, employees and property; and

WHEREAS, to ensure proper supervision of these officers, CPD will assign full-time, dedicated supervisors, not to exceed eleven (11), to CPD's Public Transportation Section, with CTA reimbursing City for the actual salaries and benefits associated with those supervisors; and

WHEREAS, in furtherance of the provision of security to CTA passengers, employees and property, the CTA and the CITY OF CHICAGO shall continue the CPD Voluntary Special Employment Program; and

WHEREAS, the CTA and the CITY OF CHICAGO are separate and independent municipal corporations authorized to enter into this Agreement under the constitution and the laws of the State of Illinois in accordance with the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended;

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties hereto agree as follows:

AGREEMENT:

1. Recitals. The recitals stated above constitute an integral part of this Agreement and are incorporated into this Agreement by this reference with the same force and effect as if stated in full within this Agreement.

2. Existing CPD Services. The existing program of CPD officers engaged in voluntary special employment for the CTA, dedicated to enforcing law and order on CTA rail lines, surface vehicles and properties, shall be continued under this Agreement. In addition, the deployment of full-time, regularly assigned CPD

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supervisors, not to exceed eleven (11) supervisors, who are deployed for the purpose of supervising officers responsible for protecting CTA passengers, employees and property, shall also be continued under this Agreement.

3. CTA Special Employment. This Agreement involves the CPD's Voluntary Special Employment Program (hereinafter referred to "VSEF") which is being used to provide security on CTA rail lines, surface vehicles, routes, locations and properties and shall not obligate, alter or otherwise affect the CPD's ability to exercise its discretion in deploying officers of the Public Transportation Section of the CPD or any other section of assignment within the CPD. Pursuant to this Agreement to provide security on CTA rail lines, surface vehicles, and properties, the CPD agrees as follows:

- a) The CPD will assign CPD officers on a daily basis, on such CTA rail lines, surfaces vehicles, routes and locations as requested by CTA and approved by the CPD. Based on current projections, the number of officers assigned daily is approximately but will not exceed 60 officers.
- b) The CPD will facilitate the employment of VSEP officers, on a daily basis, solely at each individual's option under the VSEP. The CPD will be responsible for accepting requests of officers who wish to participate in the VSEP, maintaining a roster of officers who wish to perform such work and selecting officers from the list.

- c) Subject to the availability of officers and equipment and subject further to availability of funds, the CPD will provide twenty-four (24) hour service, including weekends and holidays.
- d) The number of CPD officers assigned to CTA may vary from time to time for reasons based upon availability of a sufficient number of officers.
- e) CPD officers shall have full authorization to enter into or on all CTA railcars, vehicles and properties with full rights to enforce law and order and to protect all CTA passengers, employees and property.

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- f) The number of CPD officers provided for herein shall be in addition to the CPD officers in the Public Transportation Section of the CPD whose normal full-time duties consist of protecting CTA passengers, employees and property.
- g) Participants in the VSEP shall be subject to the CPD Special Order, Voluntary Special Employment Program or any amendment thereto or modification thereof promulgated by the Superintendent of Police, provided that any such special order or amendment thereto or modification thereof will only permit officers to participate in the VSEP when they are on furlough, regular day off, day off due to holiday, personal day or compensatory time.
- h) The Superintendent of Police and the President, or his designee, of the CTA may request a temporary increase of the number of sworn Police personnel in the VSEP in writing to meet seasonal or special security needs, and such personnel shall be subject to all the terms of this Agreement. The CTA request for any increase shall be in writing and shall specify the approximate number of personnel, their rank, whether they are in VSEP or regularly assigned full-time CPD supervisory personnel, the expected duration of the increase and the seasonal or special security need related to the increase.
- (i) Per this Agreement, the Commander of the CPD's Public Transportation Section will notify the CTA's Chief Safety & Security Officer of the projected manpower for the upcoming months in advance to ensure that CTA and CPD are in agreement as to the manpower allocation.
- (j) CPD's Public Transportation Section will provide the CTA with daily Attendance & Assignment sheets and, if requested, daily roll calls sheets for the VSEP officers on a weekly basis.

4. Operations. CTA shall establish overall goals and objectives for the

security of its employees, passengers and property. The CTA may make recommendations as to the locations and routes to be patrolled by the CPD officers and the CPD shall give those recommendations due consideration. Officers participating in the VSEP shall continue to be subject to the rules and regulations, practices and procedures, of any and all General and Special Orders and directives, and any

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amendments thereto or modification of such rules and regulations, General and Special Orders and directives, as promulgated by the Superintendent of Police. The daily performance of the VSEP shall also be monitored by CTA personnel designated by its Chairman or President, including the Chief Safety and Security Officer. The CPD shall provide a suitable location of operation for the VSEP. In addition, the following shall govern operations of the CTA VSEP:

- a) The CPD shall maintain weekly deployment schedules and daily logs and statistics on CTA crimes, incidents, arrests and any activity performed by CPD officers relating to such incidents. The CTA shall have the right, upon reasonable notice to the CPD, to inspect and copy the above daily logs and statistics. It will be the responsibility of the CPD to forward a summary of said data to the CTA on a monthly basis.
- b) The Public Transportation Section Commander of the CPD shall have ongoing meetings and dialogue with CTA representatives, including its Chief Safety and Security Officer and the Vice President of Security, to discuss areas of concern relating to incidents that affect passengers, employees and properties of CTA.
- c) The CTA shall also have the right, upon reasonable notice to the CPD, to inspect and copy the above daily logs and statistics and any other records related to this Agreement at its expense.

5. Emergencies. Nothing contained herein shall preclude the emergency use of CPD officers or equipment referred to herein in any manner at the direction of the CPD.

6. Vehicles. CTA shall be responsible for providing sufficient vehicles which meet CPD

specifications. These vehicles will be used solely by the VSEP or CPD's Public Transportation Section for so long as this Agreement remains in effect. The City of Chicago shall provide adequate parking for vehicles provided by the CTA

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and will be responsible for providing fuel, maintenance and repair. In addition, the following shall apply:

a) The City of Chicago holds title and has possession of the vehicles provided by CTA for use by the VSEP officers.

b) During the term of this Agreement, the City of Chicago shall promptly return to the CTA title and possession of any and all vehicles which are permanently out of service. The City of Chicago may request CTA purchase up to twelve (12) vehicles beginning in Year 2 of the Agreement and not to exceed six (6) vehicles to be purchased in Year 2 and six (6) vehicles to be purchased in Year 3 of the Agreement. Title to any replacement vehicles will be transferred to the City of Chicago upon transfer of possession.

7. Compensation of Officers - Funded by the CTA Security Agreement. All officers on the VSEP shall be paid wages for their work hereunder at a rate equal to the then current straight-time rate which they normally would receive for their regular employment with the CPD, except in those instances where a retroactive increase or payment of overtime and/or premium pay, incurred during the term of this Agreement, if any, is provided for by the CPD's General and/or Special Orders, or where such payment, if any, is otherwise required by law. By agreement of the parties, the CTA may withhold a mutually agreed upon percentage of the total amount to be paid under this Agreement per year until December 1^M of each year for the purposes of payment for retroactive increases. The CPD shall establish procedures for the officers to receive their pay for the VSEP through the CPD's payroll system.

8. Reimbursement by CTA. Provided that in no event shall CTA reimburse the CPD more than \$ 30,000,000 for the next three (3) years (approximately \$10,000,000 per year), CTA shall be responsible for reimbursing CPD for:

a) CPD Officers - All wages paid under this Agreement which are paid at straight time hereunder to all VSEP officers providing the additional CTA security, including any retroactive increase, premium and/or overtime pay, incurred during the term of this Agreement, if any, plus ten percent (10%) being deemed to cover the following, including, but not limited to:

- i) Pay for court appearances relating to work on the CTA security assignment;
- ii) Pay for time loss and medical benefits paid due to injury while engaged in work as part of the CTA security assignment;
- iii) Other benefits and administrative overhead.

b) CPD Supervisors - All wages and benefits paid hereunder to dedicated supervisors providing the additional CTA security, including any retroactive increase, premium and/or overtime pay, incurred during the term of this Agreement, if any, plus forty percent (40%) being deemed to cover the following, including, but not limited to:

- i) Fringe Package consisting of hospital insurance, Medicare insurance, workers compensation insurance, general liability insurance, City pension obligations, etc.;
- ii) Rank credit benefit which by contract provides a supervisor .75 hours of credit on the book for each tour of duty worked;
- iii) Other benefits and administrative overhead.

c) As reimbursement for the City's one-time dedication of fifty (50) officers to CPD's Public Transportation Section in Spring of 2012, CTA agrees to

reimburse City for the associated costs with the training of fifty (50) new police recruits in the amount of \$1,887,308.95 payable on or before December 31, 2012..

d) CPD shall report and account to the CTA on a quarterly basis within 45 days of the end of each quarter quantifying to whatever extent possible the items listed under (a) and (b) above.

e) On a monthly basis, the CPD will submit an invoice to the CTA for reimbursement in the form attached hereto as exemplar Exhibit A of said wages earned plus said percentage in the case of CPD officers and supervisors assigned under this Agreement, and wages earned plus the cost of the items listed above in the case of regularly assigned full-time CPD supervisory personnel. CTA will reimburse the CPD within thirty (30) days of receipt of said invoices. Upon expiration of the Agreement, or its earlier termination, for any reason, the CPD shall promptly return to the CTA any excess monies held by the CPD as security for such wages and costs.

9. Labor Guidelines. Under no circumstances shall CTA be considered a party to the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Lodge 7 and the Policemen's Benevolent and Protective Association of Illinois, Unit 156 - Sergeants. CTA understands that this Agreement is subject to General and/or Special Orders of the CPD governing the Voluntary Special Employment Program, including the provisions relating to officers' compensation. The CPD believes that the officers in the VSEP are not and shall not be legally entitled to any additional overtime or premium compensation for their work hereunder under any collective bargaining agreement or any federal, state or local law or judicial ruling.

10. Compensation Indemnification by CTA. Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any VSEP officer or to any regularly assigned full-time CPD supervisory personnel for overtime or premium compensation which in any manner results from, arises out of, or is connected with work performed by these officers in the VSEP or in their supervisory roles, the CTA shall indemnify and hold harmless the City of Chicago, the CPD, and each of their officers, agents and employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

Any liability on the part of CTA for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. §216 which in any manner results from arises out of, or are connected with work performed on CTA VSEP. The obligation of the CTA, pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the \$30,000,000 amount of reimbursement by CTA to City of Chicago over the term of this Agreement referenced in Section 8 of this Agreement.

11. Compensation Indemnification Procedures. In such instances where the City of Chicago, the CPD and/or their officers, agents and employees are entitled to be indemnified and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:

(a) Such paity(ies) shall have a right to counsel.

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b) In grievance and arbitration proceedings, the Corporation Counsel of the City of Chicago shall act as counsel and direct the defense, or at this option, appoint outside counsel, and in the latter instance, the City of Chicago will be responsible for the payment of attorney's fees, but not the other costs of defense.

c) The City of Chicago, with the approval of the CTA which will not be unreasonably withheld, is

authorized to settle such grievance and/or arbitration proceedings, and the CTA will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be personal service upon the CTA or by certified mail, and the failure of the CTA to respond in writing within thirty (30) days from the date of receipt, shall constitute approval of the settlement by the CTA.

- d) Except as otherwise provided above, in all other matters, counsel shall be selected by the CTA in consultation with the Corporation Counsel of the City of Chicago, and the CTA will also direct the defense of the claim in consultation with the Corporation Counsel of the City of Chicago.
- e) If any claim against the City of Chicago or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. §216, and where the claim results from, arises out of or is connected with work performed by officers pursuant to this Agreement, the Corporation Counsel of the City of Chicago, at the expense of the City of Chicago, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the CTA's obligation to assume to representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

In any instance where the Office of the Corporation Counsel of the City of Chicago is designated to defend the claim pursuant to the above provisions, the CTA will assume the costs and expenses of defending the litigation, but will not reimburse the City of Chicago for time spent by the Corporation Counsel's Office in defending the claim.

12. Indemnification by City of Chicago. Upon receipt of reasonable notice of a claim or suit, based solely upon the action of CPD officers or supervisors while performing duties pursuant to the VSEP, supervision of VSEP and/or the duties relating to the Public Transportation Section of the CPD, the City of Chicago shall indemnify and

hold harmless the CTA and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorney's fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages. The City of Chicago shall not assume the representation, pay any settlements or award(s)

based on any such claims, nor defend nor indemnify the CTA or any of its officers, agents, or employees from, for, and against, claims based on any theory other than one based solely upon the actions of the CPD officers performing their duties under this agreement nor where the standard alleged is a breach of duty of a common carrier which invokes the highest degree of care of passengers.

13. Indemnification Procedures. In such instances where the CTA or any of its officers, agents and employees are entitled to be indemnified, and held harmless with respect to any claim or suit based solely upon the actions of the CPD officers while performing duties hereunder, the parties further agree as follows:

- a) Such party(ies) shall have a right to counsel.
- b) Such counsel shall be selected by the Corporation Counsel of the City of Chicago, who will also be responsible for directing the defense of the claim.

The CTA, its officers, agents and employees are obligated to cooperate with the City of Chicago during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the City of Chicago during the course of the investigation, administration or litigation of claims extinguishes any obligation of the City of Chicago hereunder to represent and/or defend against the claim or to pay for any

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settlement or award based on such claim with regard to the CTA and/or the non-cooperating officer, agent or employee.

14. Claims Against VSEP. The City of Chicago, upon receipt of reasonable notice of a claim or suit, shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any officer working on a CTA VSEP pursuant to the CPD's VSEP, subject to the conditions set forth herein and excluding punitive damages. These officers shall have legal representation by the City of Chicago in any civil cause of action brought against an officer resulting from or arising out of

the performance of duties of the VSEP. The City of Chicago will provide the protections set forth above so long as the officer is acting within the scope of his/her employment on the VSEP and the officer cooperates with the City during the course of the investigation, administration and/or litigation of the claim.

The City of Chicago shall not assume the representation and/or defense of any of the aforementioned claims if it is determined by the City of Chicago that the officer alleged to have committed the tortuous act or violation of civil rights was acting outside the scope of his/her employment on the VSEP, was not acting in the performance of duties of the VSEP, or is deemed to have acted in a willful and wanton manner, nor shall the City of Chicago pay any settlements or awards based on such claims. The City of Chicago shall have the sole right to determine whether or not the officer was working within the scope of his/her employment or performance of duty on the VSEP or acted in a willful and wanton manner.

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Consents. Whenever the consent or approval of one or both parties to this

Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

16. Notices. Notice to the CTA of pending claims as provided for in

Paragraph 10 shall be addressed to:

General Counsel Chicago Transit Authority 567 West
Lake Street Chicago, Illinois 60661 -1498

Chief Safety & Security Officer Chicago Transit
Authority 567 West Lake Street Chicago, Illinois 60661-
1498

Notice to the City of Chicago of pending claims as provided for in Paragraph 12 shall be

addressed to:

City of Chicago Department of Law Attn:
Corporation Counsel Room 600, City Hall 121
North LaSalle Street Chicago, Illinois 60602

General Counsel
Chicago Police Department
3510 S. Michigan Avenue, 5th Floor
Chicago, Illinois 60653

All notices shall be sent, at a minimum, by First Class mail, postage prepaid.

17. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the CTA and the

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City of Chicago as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Chicago or the CTA shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including, but not limited to, any claims resulting from the providing of officers to the CTA pursuant to this Agreement.

18. Term and Extension. This Agreement shall become effective on the Effective Date and continue for three (3) years (the "Term") and shall expire on August 31, 2015. The Term of this Agreement may be extended by execution of a written agreement for extension, or execution of a written agreement substantially similar to this Agreement. Should the Term expire before this Agreement can be extended or a new agreement executed, the terms of this Agreement shall stay in effect until this Agreement is extended or a new agreement is executed.

19. Termination It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party

shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days prior written notice. Upon termination of this Agreement, the CPD shall have no obligation to continue to provide officers for the additional security provided herein.

20. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall

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in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have to effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

23. Separate Entities. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto, or as constituting CTA or the City of Chicago as representative of each other for any purpose.

24. Authority. This Agreement is entered into by authority of and in accordance with the provisions

of the Intergovernmental Cooperation Act, 5 JLCS 220/1, et seq., as amended.

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25. Ordinance. Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance
passed by the City Council of the City of Chicago on

26. Shakman Accord Provisions

- i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- ii) The Chicago Transit Authority is aware that City policy prohibits City employees from directing any individual to apply for a position with the CTA, either as an employee or as a subcontractor, and from directing the CTA to hire an individual as an employee or as a subcontractor. Accordingly, the CTA must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the CTA under this Agreement are employees or subcontractors of the CTA, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the CTA.
- iii) The CTA will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

- iv) In the event of any communication to the CTA by a City employee or City official in violation of this Section 26(ii), or advocating a violation of

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Section 26(iii), the CTA will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department. CTA will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

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IN WITNESS WHEREOF, the CITY OF CHICAGO has caused this Agreement to be signed by its Superintendent of Police, approved by the Mayor of the City of Chicago and the City Council and its seal to be hereto affixed and duly attested by its CLERK, and the CHICAGO TRANSIT AUTHORITY has caused the same to be executed by the Chairman of the CHICAGO TRANSIT BOARD, approved by the Chicago Transit Board and duly attested to by its Secretary as of the day and year first above written.

APPROVED AS TO FORM
AND LEGALITY

CITY OF CHICAGO

Rahm Emanuel Mayor

Garry F. McCarthy Superintendent of Police

APPROVED AS TO FORM AND LEGALITY
CHICAGO TRANSIT AUTHORITY, a municipal corporation

Terry Peterson
Chairman of the Transit Board

ATTEST:

Secretary to the Board

Approved by Ordinance

No.