

**Intergovernmental Cooperation Agreement
for the Provision of Services and Aid
in Preparation for and During
the NATO Summit Meeting in Chicago**

This Intergovernmental Cooperation Agreement (the "**Agreement**") is made as of this _____ day of _____, 2012, (the "**Effective Date**") by and between the City of Chicago, Illinois (the "**City**"), an Illinois municipal corporation and home rule unit of local government acting through its Chicago Police Department ("**CPD**") and the City of Milwaukee, a municipal corporation, acting through its Police Department ("**Agency**"). Individually, the City and the Agency are also defined in this Agreement from time-to-time as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. The City has been designated as the host city for the proposed NATO summit meeting to be held May 20-21, 2012 at the McCormick Place convention center. There will also be related activities during May 19-21, 2012 at other venues throughout the City. The meeting and related activities are collectively defined as the "**NATO Summit Event**".

B. The NATO Summit Event has been classified by the federal government as a National Special Security Event ("**NSSE**").

C. As provided in connection with a NSSE, the United States Secret Service is the authorized lead agency for the design and implementation of the official operational security plan (the "**NATO Summit Operational Plan**") applicable to NATO Summit Event.

D. CPD serves as a co-chair on the NSSE Executive Planning Committee and is responsible for coordinating local law enforcement efforts in support of the NATO Summit Event. In this role, CPD seeks to promote the safety and welfare of all NATO Summit Event participants and members of the public, while enabling individuals to exercise their constitutional rights.

E. The City seeks to procure the assistance of additional law enforcement personnel to provide services required for the NSSE during the period of May 18 through May 22, 2012 (the "**NATO Summit Event Period**").

F. Agency's Police Department provides law enforcement services to the City of Milwaukee (Agency) under the police powers and law enforcement authority granted under applicable State of Wisconsin law.

G. At the request of the City, Agency is willing to provide the services of the law enforcement and/or public safety personnel identified in this Agreement to assist with providing NATO Summit Event public safety-related aid and assistance.

H. The Parties wish to document the terms and scope of the intergovernmental cooperation required for NATO Summit Event purposes.

I. Authority for the Superintendent of CPD to execute and perform the City's obligations under this Agreement was granted pursuant to an ordinance adopted by the City Council of the City on January 18, 2012 and published at pages 18972–18975 of the Journal of Proceedings of the City Council of such date.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, and the benefits that each Party will derive from their joint participation, the Parties hereby agree as follows:

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made part of this Agreement.

ARTICLE TWO: ORGANIZATIONAL STRUCTURE

2.01 Unified Law Enforcement Command. Agency acknowledges and agrees that at all times during any joint training session prior to the NATO Summit Event and at all times during the NATO Summit Event Period, including deployment of any licensed police officer (defined in this Agreement as an: "LPO"), regardless of such LPO's rank or job title within the Agency, he or she shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command for public safety personnel and following unified command principles and practices established throughout the law enforcement community.

2.02 CPD Lead Local Law Enforcement Agency. CPD is the lead local law enforcement agency associated with NATO Summit Event law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the security plan for the NATO Summit Event, with specific assignments to be communicated to the Agency by the "**Commanding Officer**" (as defined below) or his/her designee. Agency will be provided with briefings from the CPD, as necessary, regarding its assignments.

2.03. CPD Commanding Officer. For purposes of the NATO Summit Event Period, the CPD's Commanding Officer (the "**Commanding Officer**") chain-of-command shall be: Garry F. McCarthy, Superintendent of Police; Alfonza Wysinger, First Deputy Superintendent; Debra Kirby, Chief, Office of International Relations.

2.04. CPD Policies to Apply. Agency LPOs performing services under this Agreement will abide by applicable CPD policies which will be provided to Agency in one or more NATO Summit Event information and training materials ("**NATO Summit Event Preparatory Materials**") prior to the NATO Summit Event in hard copy or on-line, and which Agency shall

disseminate to its LPOs providing services hereunder. In the event of a conflict between Agency policies and CPD applicable policies, Agency agrees to follow CPD policies with respect to any NATO Summit Event services provided hereunder and shall instruct its LPOs to do likewise. By signing this Agreement, Agency certifies that all LPOs provided hereunder are or will be trained on the provided CPD policies before the NATO Summit Event Period.

2.05. Responsibility for Conduct of Agency Personnel. Nothing in this Agreement shall affect the statutory or common law authority of the Parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the Parties. Responsibility for the conduct of Agency personnel, both personally and professionally, shall remain with the Agency as further set forth herein.

ARTICLE THREE: AGENCY RESPONSIBILITIES

3.01. Deployed LPOs to Participate in Training. Upon reasonable advance written notification from the CPD, Agency's LPOs being deployed at the NATO Summit Event shall participate in NATO Summit Event training activities that are coordinated or conducted by Agency and the CPD or its designee. For purposes of this Agreement, training activities will include NATO Summit Event Preparatory Materials and mandatory on-line training that must be completed prior to May 13, 2012, for all Agency LPOs providing services during the NATO Summit Event Period.

3.01.5 Services to be provided by the Agency shall be limited to security details in accordance with Wisconsin law. It is understood that the Agency's personnel may not act with any arrest or other police authority of a law enforcement officer of any Illinois agency, pursuant to Wis. Stat. 175.46.

3.02. LPOs to Provide Services. Upon reasonable advance written notification from the CPD to the Agency, each Agency LPO being deployed at the NATO Summit Event shall provide services assigned by the CPD during the NATO Summit Event Period.

3.03. LPOs "On Duty". Each Agency LPO agrees to be placed by the CPD in an "**on duty**" status in which the LPO is physically near a specified NATO Summit Event location within the City of Chicago or the County of Cook, so as to be able to physically report in a timely manner to such duty post assigned by the CPD and be prepared to undertake the specific job tasks or responsibility assigned to the LPO by the CPD. The CPD presently expects to provide a tactical operating and briefing manual to LPOs as they arrive in Chicago.

3.04. LPOs to Participate in "After Action Activities". At the request of the CPD, each Agency LPO shall participate in and/or provide information to and otherwise cooperate with the CPD in any "**after action activities**" following the conclusion of the NATO Summit Event Period. Such participation may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

3.05. Agency to Provide Information. Agency agrees to cooperate with and provide the

City with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement. By way of illustration only, such cooperation and information may include, but not be limited to, the Agency's timely completion and production of information required for insurance or audit purposes.

3.06. Agency Contacts. Agency has designated the following [Agency Police] contacts for operational and administrative purposes under this Agreement:

Edward Flynn, Chief of the Milwaukee Police Department

3.07. LPO Names to be Sent to CPD. The names of all LPOs to be provided by the Agency for NATO Summit Event purposes shall be sent to the CPD in written form upon execution of this Agreement and prior to providing any NATO Summit Event services hereunder.

3.08. LPO Criteria. Each of the LPOs provided by Agency shall meet the following criteria:

Non - State of Illinois Agencies shall ensure that the LPOs providing assistance under this Agreement are duly licensed or certified by the authority of the state in which the officer's appointing authority is located. Statutory certification requirements for Agency LPOs shall be forwarded to the CPD with the list of all Agency LPOs providing NATO Summit Event services.

3.09. Additional LPO Criteria for both Out-of-State and In-State LPOs. In addition to the certification/licensure for LPOs set forth above, Agency agrees that each of the LPOs provided shall also meet all of the following criteria:

1. That each LPO by reason of experience, training and physical fitness shall be capable of performing the duties anticipated to be required by the CPD during the NATO Summit Event; and
2. That each LPO shall have completed Mobile Field Force ("MFF") training or its equivalent, or other training as required by assignment; and
3. That each LPO shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and
4. That each of the LPO's being provided for the NATO Summit Event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the CPD in the event that any LPO is no longer an officer in good standing with the Agency; and
5. That no LPO being provided for the NATO Summit Event: (i) has been sued in an individual capacity in the last three (3) years and adjudicated as liable for violations of the first amendment of the U. S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five (5) years.

3.10. LPO Equipment. As detailed in the approved equipment list, attached to and made a part of this Agreement as Exhibit A (the "**Approved Equipment List**"), each of the LPOs being provided shall be equipped and/or supplied by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon and personal soft ballistic body armor as required to be worn by the LPO while on duty for the Agency. A complete sanctioned MFF uniform and authorized equipment list will be provided to Agency as part of the NATO Summit Event Preparatory Materials. Any equipment, gear, service weapons or munitions that are not included in Exhibit A may not be used by Agency or Agency's LPOs during the NATO Summit Event Period unless: (a) Agency notifies CPD in writing no later than May 13, 2012 of Agency's request to use such equipment in connection with providing services under this Agreement, and (b) CPD consents in writing to the use of the requested additional equipment.

3.11. CPD Can Decline LPO. Agency acknowledges and agrees that at any time during the term of this Agreement that the CPD has the sole discretion to decline assignment of any LPO to the NATO Summit Event or to decline to deploy any LPO at the NATO Summit Event, without cause or explanation.

3.12. Agency Judgment and Priorities. Agency will exercise its best efforts to assist with the NATO Summit Event. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction, which may also include the NATO Summit Event. That prioritization decision belongs solely to Agency and Agency may recall its LPOs when Agency so determines it is in its best interest to do so. Agency shall follow the termination procedures set forth in Section 12.02 of this Agreement in the event a decision to recall its assistance is made.

3.13. Agency Responsible for Costs. Except as set forth in Articles Four and Five, Agency shall be responsible for all costs associated with providing LPO assistance that are not explicitly assumed by City as stated in this Agreement and authorized in writing. Nothing in this Section shall prohibit authorized representatives of the City and Agency from agreeing in writing to the assignment of specific costs borne of unforeseen circumstances immediately preceding, during and following the NATO Summit Event. For purposes of this Section, official electronic messaging will suffice for "**in writing**" only by the Commanding Officer or their designee.

ARTICLE FOUR: CITY RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the NATO Summit Event, City agrees to the following:

4.01 Event Training. City agrees that it will provide NATO Summit Event training for participating Agency LPOs, including the provision of NATO Summit Event Preparatory Materials for review and in-person training on May 18, 2012.

4.02 Lodging and Food. City will provide lodging and food for Agency LPOs

performing services under this Agreement. The CPD shall provide lodging and food location assignments to Agency LPOs in writing prior to the NATO Summit Event Period. This shall include a standard *per diem* for each LPO for one day's travel to, and one day's travel from, the City.

4.03 Not to Exceed Amount. City shall further cover personnel and transportation expenses of LPOs providing services during the NATO Summit Event Period. Agency's estimate of allowable expenses will be itemized on a Travel Reimbursement Request, which has been provided to Agency prior to execution of this Agreement. The compensation to Agency for LPO services pursuant to this Agreement has been based on this estimate, as approved by City and may not exceed \$500,000. This estimate is a "**not to exceed**" amount, and Agency agrees that all actual payments in an amount equal or less than this amount shall be based on itemized invoices provided to City after the NATO Summit Event for services actually approved and provided according to the payment terms provided to Agency as part of the NATO Summit Event Preparatory Materials.

4.04 Procuring Insurance. As further set forth in Article Fourteen, City and its designees are in the process of procuring an insurance policy to cover certain liabilities of the Parties, including Agency, participating in the NATO Summit Event. Certificates of insurance shall be provided to Agency prior to the Event. In the event that the policy cannot be procured prior to the NATO Summit Event, City will notify Agency in writing, and the Agency may immediately terminate this Agreement.

ARTICLE FIVE: FINAL PAYMENT TERMS

5.01 Necessary Costs. Agency shall only be paid for the necessary costs of participating in the NATO Summit Event-related activities during the NATO Summit Event Period, and any "**after action activities**" as described in Section 3.04.

5.02 LPOs Actually Utilized. Subject to the terms of this Agreement and the prior written approval of the City, the City agrees to provide payment to the Agency for each LPO whose services are actually utilized (including "**on-duty status**" set forth in Section 3.03) by the CPD during the NATO Summit Event Period.

5.03 Personnel Costs. Unless otherwise agreed to in writing by the City, the City shall only provide reimbursement to the Agency for personnel costs if the Agency LPOs completed the CPD's required training and: 1) participated in the NATO Summit Event, or 2) were ready, willing, available and physically present in the City of Chicago or Cook County to participate in the NATO Summit Event as required by the CPD hereunder despite such LPOs not having actually participated in the NATO Summit Event.

5.04 Withhold Payment. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any available payment until the City is satisfied that corrective action has been taken or completed. This right is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

ARTICLE SIX: LAW ENFORCEMENT PROCEDURES

Agency personnel may not act with the arrest or other police authority of a law enforcement officer of any Illinois law enforcement agency, pursuant to Wis. Stat. section 175.46. The services to be provided shall be limited to security details in accordance with the strictures of Wisconsin law.

ARTICLE SEVEN: TERM OF AGREEMENT

Unless otherwise terminated by either Party as set forth in Article Twelve, the term of the Agreement shall commence as of the Effective Date first written above and terminate upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials or claims unless terminated earlier as set forth herein.

ARTICLE EIGHT: MUTUAL BENEFITS TO PARTIES -CONSIDERATION

8.01 Further Consideration. Other than the items stated in Sections 4.02 and 4.03, further consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Greater Chicago region in preparation for and during the NATO Summit Event, and other mutual benefits through the cooperative efforts of the Parties under this Agreement.

ARTICLE NINE: STATUS OF AGENCY AS INDEPENDENT CONTRACTOR; RULES OF CONDUCT

9.01 Independent Contractor; Agency to be Fully Responsible. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties, and the rights, and the obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Except to the extent covered by the insurance policy covering the City under Agreement Article Fourteen and the "not to exceed" compensation amount stated in Agreement Section 4.03, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its LPOs assigned to the NATO Summit Event, including, among other things; responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) worker's compensation; (vi) death benefits; (vii) medical and legal indemnity where appropriate; and (viii) all other requirements by law, regulations, ordinance or contract.

9.02 Worker's Compensation - LPOs Remain Employees. For all purposes, including for purposes of worker's compensation, the Parties agree that Agency's LPOs will remain employees of the Agency.

9.03 Rules of Conduct. During the NATO Summit Event Period, each LPO performing NATO Summit Event services under this Agreement shall be required to comply with the rules of conduct established by the Agency and the CPD. If a conflict exists between the Agency's rules of conduct and the CPD's rules of conduct, the CPD's rules of conduct shall apply.

9.04 Discipline / Probable Cause Matters. The City shall refer disciplinary matters involving LPOs to the Agency for an investigation that may be jointly conducted by the CPD and the Agency. Based on the judgment of the City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to an external law enforcement agency for investigation with appropriate notice to Agency.

ARTICLE TEN: MUTUAL RESPONSIBILITY; POLITICAL SUBDIVISION TORTS CLAIMS ACT; LIMITATION OF LIABILITY STATUTES; NO WAIVER OF IMMUNITIES

10.01 Each Party to be Responsible. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive any rights and benefits either Party has with regard to its status under the insurance coverage described in Article Fourteen of this Agreement.

10.02 No Waiver of Defense or Immunity. It is understood and agreed that each Party's liability may be limited by the provisions of the Illinois Local Government and Government Employees Tort Immunity Act, 745 ILCS 10/1 et seq. (the "**Illinois Tort Immunity Act:**") or other immunity law applicable to Agency. Parties understand and agree that each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Illinois Tort Immunity Act. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, may have under Article Fourteen or any other common-law immunity or limitation of liability, all of which are hereby reserved by the Parties hereto.

ARTICLE ELEVEN: RECORDS AND DISSEMINATION OF INFORMATION

11.01 Agency to Comply. The Agency shall comply with all applicable local, state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Illinois Freedom of Information Act (FOIA) 5 ILCS 140/1 et seq., the Federal Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1996, and those methods and procedures and

otherwise as set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hard copy, printed, digital or electronic format. If the Agency has custody of a record provided by the City which contains specialized details of security arrangements or investigations, the Agency shall refer any request to inspect that record to the City, which it shall address per the applicable section(s) of the Illinois Freedom of Information Act.

Agency agrees to provide prior notice to City of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement.

11.015 The City acknowledges that the parties are also bound by the provisions of the Wisconsin Public Records Act.

11.02. City Access to Records. The Agency agrees that any duly authorized representative of the City, including the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, paper, records and data of the Agency, involving transactions related to this Agreement until the expiration of seven (7) years after the termination of this Agreement.

11.03 Agency to Provide Records. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested.

ARTICLE TWELVE: TERMINATION RIGHTS OF PARTIES

12.01 By the City. The City may terminate this Agreement without penalty prior to May 16, 2012 based on the occurrence of any of the following events:

1. The cancellation of the NATO Summit Event; or
2. The failure of City or its designee to be able to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement in a timely manner; or
3. The City's inability to obtain funding to pay for the LPOs to be deployed pursuant to this Agreement.

In addition to the foregoing termination rights, the City may terminate this Agreement without penalty based on the failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and Agency's failure to cure such default within seven (7) calendar days after the City or CPD provides Agency with notice of such failure.

12.02 By the Agency. The Agency may terminate this Agreement without penalty prior to May 16, 2012 based on the occurrence of any of the following events:

1. The cancellation of the NATO Summit Event; or
2. The failure of City to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement; or
3. The Agency's determination per Section 3.12 that it does not have the resources available to participate in the NATO Summit Event.

In addition to the foregoing termination rights, the Agency may terminate this Agreement without penalty based on the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and City's failure to cure such default within seven (7) calendar days after the Agency provides CPD with notice of such failure.

12.03 Act In Good Faith. Both the City and the Agency shall act in good faith to provide as much advance written notice of an event of termination under this Section to the other Party that is reasonable under the circumstances.

12.04 City Payment for Services. In the event of termination by either Party, the City will only pay Agency for those services authorized hereunder and actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Neither the City nor the Agency shall be entitled to the recovery of any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

ARTICLE THIRTEEN: GOVERNING LAW; COMPLIANCE WITH LAWS

13.01 Applicable Law; Venue. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Illinois law and any applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Cook County, Illinois, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the Parties shall be limited by this Section.

13.02 Compliance with Laws. Both the City and the Agency agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are not or hereafter promulgated insofar as they relate to their respective performances of the provisions of this Agreement.

ARTICLE FOURTEEN: INSURANCE

14.01 Workers' Compensation. For any injury incurred for work performed pursuant to this Agreement, Wisconsin law shall be the exclusive remedy for work injuries.

14.02 Police Professional Liability Insurance.

1. City Binding Liability Policy. The City and its event partners: the NATO Summit Event host committee (the “**Host Committee**”) and World Business Chicago, an Illinois not-for-profit corporation, are jointly working to bind a Police Professional Liability Insurance Policy (**NATO Summit Event Security Policy**) or (the “**Policy**”), including law enforcement professional liability coverage that will be an occurrence policy, which applies only to claims that occur during the NATO Summit Event.
2. General Information on the Planned NATO Summit Event Security Policy.
 - a. Named Insureds. Under the Policy, the named insureds will be:
 - (1) World Business Chicago and the Host Committee; and
 - (2) The City; and
 - (3) Each Agency providing law enforcement services and personnel under this Agreement or a similar agreement.
 - b. Who Is an Insured. The following individuals or entities will be an insured under the Policy:
 - (1) LPOs and, in the event of their death, incapacity or bankruptcy, their heirs, executors, administrators, assigns and legal representatives; and
 - (2) All other Agency employees deployed to the NATO Summit Event, including but not limited to: auxillary personnel, and reserves for deployed LPOs; and
 - (3) Authorized volunteers who perform limited law enforcement functions, but only while acting within the scope of their duties; and
 - (4) The political entity or subdivision of which the Agency is a part, including its public officials, provided, however, that such political entity or subdivision is legally constituted at the inception of the Policy, and only for vicarious liability.
 - c. Occurrence Policy. The Policy will be an occurrence policy which will apply only to claims that occur during the NATO Summit Event.
 - d. Primary Policy. The Policy will be the primary policy to the extent one or more policies of Police Professional Liability Insurance provide coverage for any claim or incident. The Policy will be the primary policy to the extent an Agency is self-insured.
 - e. Coverage Limits. The Policy will have a primary level of coverage of not less than \$10 million. The City is also seeking umbrella coverage. A more detailed description of the primary and umbrella coverage, if any, will be stated in

Exhibit B. Exhibit B will be prepared in final form not later than May 15, 2012 and will be added to this Agreement as a post-execution item. At the same time, the City will provide the Agency with copies of the Policy. Agency, its LPOs and other insured parties agree to be bound by the terms and conditions contained in the NATO Summit Event Security Policy.

f. Coverage Exclusion. The Parties agree the NATO Summit Event Security Policy will not provide coverage to any Agency or LPO for claims that establish a right to exemplary or punitive damages or are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act and the City's self insurance will not provide coverage for any claims that establish a right to exemplary or punitive damages or are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act.

g. Cooperate With Underwriter. Agency and its LPOs agree to cooperate with the underwriter for the NATO Summit Event Security Policy by timely providing information as is reasonably requested by the insurer or its designee(s):

(1) This cooperation will include both the underwriting process and the claims process and this obligation shall survive and extend (if necessary) beyond the termination date of this Agreement; and

(2) The Agency agrees to fully cooperate in the defense of any civil claims, as reasonably requested by the insurer or its designee and shall instruct its LPOs do the same.

3. Claims and Defense

a. Defense Can Be Provided. The Agency agrees that through the NATO Summit Event Security Policy, a defense can be provided for the Agency, its LPOs or other insured parties to the extent they are named as parties to a lawsuit for an action or omission that is alleged to have occurred during the course and scope of the services provided for the NATO Summit Event; however, neither the City nor the NATO Summit Event Security Policy carrier shall have any duty to indemnify for loss or liability against the actions or omissions that are: (i) judicially determined to be beyond the course and scope of the services provided for the NATO Summit Event; (ii) the alleged actions or omissions are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act; or (iii) where the claim establishes exemplary or punitive damages against the LPO or his or her Agency.

b. City Responsible for Deductible. The Parties agree the City or the entity funding the Policy premiums will be responsible for any deductible amount required under the NATO Summit Event Security Policy.

c. City To Settle Claims. The Parties agree the City shall have the exclusive and sole right to approve or reject any compromise or settlement of any claim filed against the Agency, its LPOs or other insured parties.

d. No City Indemnity. The Agency agrees the City shall not have any duty or obligation to indemnify against loss or liability beyond the monetary limit of the NATO Summit Event Security Policy and in the event that an award, compromise, judgment, settlement or verdict exceeds the monetary limit of the NATO Summit Event Security Policy, then the Agency shall indemnify the City against all losses that exceed the monetary limit of the NATO Summit Event Security Policy for those actions or omission attributable to the Agency, its LPOs or other insured parties.

14.03 Additional Coverages

1. Parties To Provide Coverage. For any and all acts and omissions that may fall outside the scope of the NATO Summit Event Security Policy or any liability that may exceed the policy limits of the NATO Summit Event Security Policy, the Parties will be self-insured as required by applicable law or will maintain adequate insurance to insure the types of activities undertaken in this Agreement.

- a. The Agency's self-insurance or in the alternative, its insurance, shall be considered secondary to the NATO Summit Event Security Policy, which will be considered primary; and
- b. The Agency's self-insurance or in the alternative, its insurance shall be considered primary to any insurance or self-insurance obligation of the City beyond the NATO Summit Event Security Policy.

2. Specific Coverages. Each Party will, at all times, be legally self-insured or maintain auto insurance, equipment, and/or property insurance for its own automobiles, equipment or other property used during its performance of NATO Summit Event services.

- a. The Agency's self-insurance or in the alternative, its insurance, shall be considered primary; and
- b. The Agency's self-insurance or in the alternative, its insurance, shall be considered primary to any insurance obligation of the City beyond the NATO Summit Event Security Policy and the City's self-insurance.

ARTICLE SIXTEEN: NOTICES

Notice concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given

to either Party under this Agreement will be made to each Party as follows:

For Notice to the City: Garry F. McCarthy
Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To: 1. Ralph M. Price
General Counsel to the Superintendent
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And

2. Stephen R. Patton
Corporation Counsel
City of Chicago Law Department
121 North LaSalle Street
City Hall, Room 600
Chicago, Illinois 60602
ATTN: Finance and Economic
Development Division

For Notice to the Agency: Chief Edward Flynn
Milwaukee Police Department
749 W. State Street
Milwaukee, WI 53202

With Copies to: City Attorney
Grant F. Langley
200 E. Wells Street
Milwaukee, WI 53202

ARTICLE SEVENTEEN: LEGAL AUTHORITY

17.01 Possession of Legal Authority. Each Party represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required, to enter into this Agreement.

17.02 Authorization for Person Signing. The person or persons signing and executing this Agreement on behalf of each Party hereby represents and guarantees that he/she or they have been fully authorized by such Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all the terms, conditions, performances and provisions herein.

17.03 Dispute as to Authority. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of such Agency.

ARTICLE EIGHTEEN: ADDITIONAL PROVISIONS

18.01 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

18.02 No Waiver. Acceptance of partial performance or continued performances after breach shall not be construed to be a waiver of any such breach.

18.03 Assignment and Subcontracting. Neither Party is obligated or liable under this Agreement to any Party other than the other Party to the Agreement. Each Party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits or duties under this Agreement except upon prior written consent and approval of the other Party, and in the event any other such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Parties and such assignee or subcontractor, and each Party herein named shall remain fully responsible to the other Party according to the terms of this Agreement.

18.04 No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public. It is the express intention of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18.05 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

18.06 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the Parties will negotiate, in good faith, a substitute, valid and enforceable

provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

18.07 Agreement as Complete Integration - Amendments. This Agreement is intended as the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the Parties. No oral representation by any officer or employee of the Agency at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind the Agency. Amendments to this Agreement will become effective when approved by the Agency and executed in the same manner as this Agreement. This Agreement and any amendments will be binding upon the Agency and its successors and assigns.

18.08 Survival of Certain Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

18.09 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement.

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blank and the signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date stated above.

CITY OF CHICAGO

By:

RAHM EMANUEL
MAYOR
CITY OF CHICAGO

GARRY F. McCARTHY
SUPERINTENDENT OF POLICE
CHICAGO POLICE DEPARTMENT

CITY OF MILWAUKEE

By:

Edward Flynn
Chief of Police
Milwaukee Police Department

Comptroller
City of Milwaukee

**Intergovernmental Cooperation Agreement
for the Provision of Services and Aid
in Preparation for and During
the NATO Summit Meeting in Chicago**

Schedule of Exhibits

<u>Exhibit Designation</u>	<u>Exhibit Description</u>
A	Approved Equipment List
B	Description of Primary and Umbrella Coverage, if any [a post-execution exhibit]