

RESOLUTION NO. R-2024-74

**A RESOLUTION RATIFYING THE EXECUTION OF AN INTERGOVERNMENTAL
COOPERATION AGREEMENT FOR THE PROVISION OF SERVICES AND AID IN PREPARATION FOR AND
DURING THE DEMOCRATIC NATIONAL CONVENTION MEETING IN CHICAGO**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, the City of Chicago ("Chicago") and the Illinois Law Enforcement Alarm System (ILEAS) are considered "public agencies" as defined in the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/2.; and

WHEREAS, the Act allows public agencies to contract with one another to exercise, combine, transfer or enjoy powers, privileges, functions or authority of one another; and

WHEREAS, Chicago is hosting the Democratic National Convention (DNC) which will occur from August 19-23, 2024; and

WHEREAS, Chicago has requested that ILEAS, of which the City is a member, provide mutual aid in preparation for and during the DNC; and

WHEREAS, the City received an Intergovernmental Agreement (IGA) on August 12, 2024 to review and execute no later than August 15, 2024; and

WHEREAS, Illinois state statute requires that the governing body of the public agency approve an intergovernmental agreement; and

WHEREAS, in order to be able to provide police officers to assist at the DNC beginning August 16, 2024 and given that the next City Council meeting was not until August 19, 2024, the Mayor signed the IGA on August 14, 2024; and

WHEREAS, in accordance with the IGA, the City will offer the services of eight police officers for preparation of and during the DNC, for which Chicago will reimburse the City for wages, pay for housing and food for the officers, and defend and indemnify the City under an insurance policy which covers the officers' actions while performing under the IGA; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable, necessary and appropriate to enter into an Intergovernmental Agreement with Chicago and ILEAS for the provision of services and aid in preparation for and during the DNC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The recitals above are hereby incorporated into this Section 1 as though fully set forth herein.

Section 2: The provision of police officer services and aid in preparation for and during the DNC is hereby approved, ratified and confirmed.

Section 3: The execution of the IGA by the Mayor on August 14, 2024 is hereby approved, ratified and confirmed.

Section 4: The IGA shall be in full force and effect.

ADOPTED this 19th day of August 2024.


Philip J. Suess

Mayor

ATTEST:



Andrea Rosedale

City Clerk

Roll Call Vote:

Ayes: Councilman Brown
Mayor Pro Tem Bray-Parker
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: Mayor Suess
Councilman Barbier
Motion Carried Unanimously

**Intergovernmental Cooperation Agreement
for the Provision of Services and Aid
in Preparation for and During
the Democratic National Convention Meeting in Chicago**

14th This Intergovernmental Cooperation Agreement (the “**Agreement**”) is made as of this 14th day of August, 2024 (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**”), the Illinois Law Enforcement Alarm System (“**ILEAS**”), and those governmental entities listed on the attached Exhibit A (individually, “**Agency**”, and collectively, “**Agencies**”). Individually, the City, ILEAS 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 2024 Democratic National Convention by the DNC Services Corp., a District of Columbia nonprofit corporation (“DNC”), to be held August 19-22, 2024, at the United Center located at 1901 W. Madison Street, Chicago, Illinois 60612. There will also be related activities at McCormick Place convention center and other venues throughout the City. The meeting and related activities are collectively defined as the “**Convention**”.

B. The Convention has been classified by the federal government as a National Special Security Event (“**NSSE**”), for which the United States Secret Service (“USSS”) is the authorized lead agency for the design and implementation of the official operational security plan (“**Security Plan**”).

C. CPD is responsible for coordinating local law enforcement efforts in support of the Convention. In this role, CPD seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

D. The City seeks to procure the assistance of up to 320 additional licensed police officers to assist with the protection of certain areas of the City of Chicago and provide services required for the NSSE during the period of August 16-23, 2024 (the “**Convention Period**”) for the Democratic National Convention. Specifically, the City requests that Agencies provide officers to secure delegate buses from August 16th through August 23rd, 2024.

E. At the request of the City, ILEAS is willing to coordinate the acquisition of LPOs and/or public safety personnel and equipment provided by Agencies.

F. Agencies are each, in their individual respective capacities and not jointly, willing to provide police officers identified in Exhibit C (“**LPO**”) to assist the City with providing public safety-related aid and assistance for the duration of the Convention Period.

G. Pursuant to an ordinance passed by the City Council on October 4, 2023 and April

19, 2024, and published in the Journal for such date at pages 3562-3567 and 10844-10847, respectively, the City appropriated an award of grant funds that will be used to support law enforcement related activities associated with the Convention. The Grant Agreement is attached as Exhibit D.

H. The City has established various staging areas on City and non-City property and CPD and Agency will have access to and will be using these areas for staging and deployment.

I. The governmental entities shown on Exhibit A each have, and represents that each have, the authority to enter into this Agreement on their own behalf and the authority to provide the benefits and services that it is to provide under this Agreement.

J. ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

K. ILEAS has, and represents to the other Parties to this Agreement that it has, the authority to enter into this Agreement on its own behalf and the authority to provide the benefits and services that it is to provide under this Agreement.

L. The governmental entities shown on Exhibit A are not acting jointly with or for any other entity shown on Exhibit A.

M. Authority for the Superintendent of CPD to execute and perform the City's obligations under this Agreement was granted pursuant to 2-84-053 of the Municipal Code of Chicago.

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: ILEAS RESPONSIBILITIES

2.01 Services to be provided and Actions to be taken by ILEAS. ILEAS shall:

i. Upon learning of the number of LPOs needed by City for the Convention during the Convention Period, contact governmental entities with which it has a relationship to use its best efforts to attempt to arrange the provision of the desired number of LPOs requested by the City and obtain commitments from such governmental entities for the provision of such LPOs. The services of the LPOs

will be directly provided to the City by the Agencies under the command of the CPD's Commanding Officer (as defined below). ILEAS has no direct control over any of the Agencies' LPOs. ILEAS does not and will not supervise or command the LPOs of the Agencies and ILEAS does not make arrest determinations or use of force decisions. ILEAS has been granted, by each of the Agencies individually, the responsibility and authority only to help to obtain the manpower desired by the City and to logically support this Agreement;

ii. as required by CPD provide coordinating support relative to the Agencies and the LPOs;

iii. provide liaison, communication and organizational support between CPD and the Agencies for time periods before, during and after the Convention Event Period;

iv. provide, pursuant to this Agreement, a centralized point of contact for CPD during the Convention and a centralized billing process for compensation issues during and after the Convention;

v. comply with all applicable local, state or federal laws and requirements pertaining to compilation, maintenance and disclosure of personal, personnel, employment, criminal justice, medical or health records or data including, but not limited to, the federal Freedom of Information Act and the Health Insurance Portability and Accountability Act of 1996, regardless of whether those records or data are maintained in hardcopy, printed, digital or electronic format. ILEAS 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; and

vi. maintain all records necessary to document ILEAS' rights to compensation under this Agreement.

ARTICLE THREE: AGENCY RESPONSIBILITIES

3.01. Agency LPOs to Participate in Training. Upon reasonable advance written notification from the CPD, Agency LPOs shall participate in Convention training activities that are coordinated or conducted by the CPD or its designee, and in conformance with the deadlines specified by CPD. For purposes of this Agreement, training activities will be classroom based training occurring on August 16-18, 2024.

3.02. Agency LPOs to Provide Services. Upon reasonable advance written notification from the CPD to the Agency, each Agency LPO shall provide services assigned by the CPD during the Convention Period. Services provided by Agency LPOs shall be limited to assignments in which Agency LPOs are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency LPOs shall be determined solely by CPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control

3.03. Agency LPOs “On Duty”. Agency LPOs shall be placed in an “**on duty**” status in which the LPO is physically near a specified Convention 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 assignment.

3.04. Agency LPOs to Participate in “After Action Activities”. At the request of the CPD, Agency shall participate in and/or provide information to and otherwise cooperate with the CPD in any “**after action activities**” following the conclusion of the Convention 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 contacts for operational and administrative purposes under this Agreement:

Contact

See Exhibit A

3.07. Agency LPOs Names to be Sent to CPD. Agency will provide to the CPD a list of all Agency LPOs that Agency intends to provide under this Agreement within 5 days of signing this Agreement or by August 5, 2024, whichever occurs later. Changes may be made to this list subsequent to this deadline only with the City’s prior approval.

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

- i. Each LPO must be duly licensed or certified as a licensed police officer or equivalent by the State of Illinois.
- ii. Each LPO, by reason of experience, training and physical fitness, shall be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention’s size and scope; and
- iii. Each LPO shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and
- iv. Each LPO must be an officer 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 the Agency shall remove the LPO from the list of

Agency LPOs; and

- v. No LPO may be an individual that: (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) has any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five (5) years.

3.09. LPO Equipment. 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.

3.10. CPD Can Decline LPO. At any time during the term of this Agreement, CPD has the sole discretion to decline assignment or deployment of any LPO to the Convention at any time without cause or explanation.

3.11. Agency Judgment and Priorities. Agency will exercise its best efforts to provide those LPO's set forth herein to assist the CPD with the Convention during the Convention Period. 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. That prioritization decision belongs solely to Agency and Agency may recall its LPOs in accordance with the termination procedures set forth in Section 12 of this Agreement.

3.12. Agency Responsible for Costs. Except as set forth in Articles Five and Six, 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 Convention. For purposes of this Section, official electronic messaging will suffice for "in writing" only by the Commanding Officer or their designee.

ARTICLE FOUR: ORGANIZATIONAL STRUCTURE

4.01 Unified Law Enforcement Command. At all times during any joint training session prior to the Convention and at all times during the Convention Period, Agency LPOs shall be subject to the structure of supervision, command and control coordinated by CPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any Agency LPO within the Agency. All functions and duties to be performed by Agency LPOs under this Agreement will conform to the Security Plan for the Convention.

4.02 CPD Lead Local Law Enforcement Agency. CPD is the lead local law enforcement agency associated with the Convention security and law enforcement.

4.03. CPD Commanding Officer. For purposes of the Convention Period, the CPD's Commanding Officer chain-of-command shall be: Larry B. Snelling, Superintendent of Police; The City may amend this list of individuals at any time by providing notice to the Agency.

4.04 ILEAS Special Team Structure. ILEAS coordinates specially trained, equipped and designated teams of personnel. All ILEAS Special Teams are governed by Standard Operating Guidelines and supervised by experienced Team Commanders with the assistance of Squad Leaders. All Agency LPOs listed in Exhibit C are members of ILEAS Special Teams. For purposes of the Convention, ILEAS will designate one Team Commander as the Commander over all the LPOs ("ILEAS DNC Commander.").

4.05. Utilization of ILEAS Special Team Command. CPD shall avoid, if possible, the dismantlement of the supervision and internal command structure of the ILEAS teams by separating individual LPOs from their units. CPD's Commanding Officer, or his/her designee, will communicate the specific assignments to the ILEAS DNC Commander. CPD will provide briefings to the ILEAS DNC Commander, as necessary, regarding assignments.

4.06. CPD Policies to Apply. Agency LPOs performing services under this Agreement will abide by applicable CPD policies. City will identify the relevant CPD policies within the training materials ("Preparatory Materials") which the City will provide to Agency prior to the Convention in hard copy or on-line, and which Agency shall disseminate to its Agency LPOs providing services hereunder. City shall train Agency LPOs on those CPD Policies at the start of the Convention Period. In the event of a conflict between Agency policies and the aforementioned CPD policies, Agency agrees to follow CPD policies with respect to any services provided hereunder and shall instruct its Agency LPOs to do likewise.

4.07. Responsibility for Conduct of Agency LPOs. 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 LPOs, both personally and professionally, shall remain with the Agency as further set forth herein.

ARTICLE FIVE: CITY RESPONSIBILITIES

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

5.01 Event Training. City agrees that it will provide training for participating Agency LPOs. Training will include in-person training according to the schedule described by Section 3.01.

5.02 Lodging, Food and Mileage. City will provide lodging and food for Agency LPOs. City will also provide transportation at the City's cost between the lodging location and the Convention facilities where Agency LPOs will be assigned. City shall provide lodging and food location assignments to Agency prior to the Convention Security Period. For LPOs who are required to use their personal vehicle to travel to and from the City, the City shall reimburse for one day's travel to and one day's travel from, the City in accordance with the 2024 Mileage Reimbursement Rates for such vehicle. For LPOs who are required to use a governmental vehicle to travel to and from the City, the City shall reimburse for one day's travel to and one day's travel from, the City in accordance with the 2024 Mileage Reimbursement Rates for such vehicle. The 2024 Mileage Reimbursement Rates may be found at <https://www.fsis.usda.gov/policy/fsis-notice/01-24>.

5.03 Personnel Expense. City shall reimburse Agencies and ILEAS for personnel expense of the Agency LPOs and ILEAS personnel providing services for the Convention during the Convention Period. Personnel Expense shall not exceed 8 hours of straight time per person. On an as needed basis, City shall reimburse up to 4 hours of overtime ILEAS shall obtain estimates for number of personnel each Agency expects to provide from each respective Agency and submit such estimate to the City for approval. The compensation to Agency and ILEAS for LPO and support services pursuant to this Agreement has been based on this estimate, as approved by City and the number of personnel shall not exceed this estimate. This estimate is a “**not to exceed**” number, and ILEAS and Agencies agree that all actual payments for personnel shall be based on itemized invoices provided to City after the Convention for services actually approved and provided according to the payment terms provided to Agency.

The Parties agree that the above reimbursement ceiling may be exceeded due to an unexpected expansion of the Convention in terms of an increased need for resources or other unforeseen extenuating circumstances. However, in any such case, exceeding the above detailed personnel limit is at the sole discretion of the City. Additional resources from ILEAS, Agencies or other agencies ILEAS may utilize to meet the expressed and requested unmet needs of the City, shall be requested by the City in writing and agreed upon by ILEAS and the responding agencies. For purposes of this section, an email from the City’s Commanding Officer or his designee, outlining the terms of the request will suffice for the written request.

ARTICLE SIX: PAYMENT TERMS

6.01 Necessary Costs. Subject to the remainder of this Article Six, Agency shall only be reimbursed for the actual, necessary and pre-approved costs of participating in the Convention-related activities during the Convention Period, and any after action activities as described in Section 3.04, provided however that all reimbursements under this Agreement is subject to the City’s actual receipt of Grant Funds awarded through the FY 2024 Presidential Nominating Conventions award (Award # 15PBJA-24-GG-00028). No payments shall be made or due to the Agency under this Agreement beyond those amounts approved by the US Dept. of Justice, Bureau of Justice Assistance as reasonable, allowable, and consistent with existing federal and city grant guidelines, appropriated and budgeted by the City to fund payments hereunder.

6.02 Agency 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 actual time worked and actual time training for each Agency LPO whose services are actually utilized (including “**on-duty status**” set forth in Section 3.03) by the CPD during the Convention Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 3.07. The rates of Agency LPOs shall not exceed the costs of the individual Agency LPO’s normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Period assignment unless pre-approved In Writing.

6.03 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 Convention, or 2) were ready, willing, available and physically present in the City of Chicago or Cook County to participate in the Convention as required by the CPD hereunder despite such LPOs not having actually participated in the

Convention.

6.04 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. City may withhold payment for any LPO refusing to perform the work assigned by the CPD pursuant to Section 3.02. This right is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

6.05 Reimbursement Request. As the coordinating representative of responding Illinois law enforcement agencies, ILEAS shall, within 45 days of the end of the Convention, provide to the City a detailed invoice identifying all expenses incurred in preparation of activities directly related to executing this Agreement for and on behalf of itself and for the Agencies along with support documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Supporting documentation shall include:

- (i) Copies of payroll reports showing actual hours worked, rates of pay, overtime, fringe, and itemized receipts for all non-payroll expenses. The City suggests Agencies create a separate rate code within its payroll system to be used to accurately track the work of their personnel under this agreement.
- (ii) Copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, or law, requiring Personnel to be paid for overtime and/or travel time.
- (iii) Such other documentation as the City may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

The City shall pay to ILEAS the reimbursement agreed upon and identified costs and ILEAS is responsible for distributing payments to the Agencies. The submission for reimbursement shall include a cover letter signed by the ILEAS Executive Director or his designee, detailing the total amount sought to be reimbursed and including a summary narrative and cost overview that provide context to the submission, including any unusual circumstances, all provided under the following certification: "I certify that all information presented in this application supports only costs incurred for security related services provided for the (event description) and that all information was obtained from payroll records, invoices or other documents that are available for audit". The ILEAS reimbursement request shall include a detailed and itemized list of all appropriate and authorized expenses and appropriate documentation supporting the expenses. All records, electronic and hard copy, must be maintained for future audits

6.06 Costs Not Reimbursed. Irrespective of any costs agreed upon in this IGA, the mutual aid entity shall not be paid for any of the following:

- (i) Personnel's time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by CPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below;

- (ii) Costs in violation of any federal, state, or local law, regulation, or rule, or the FY 2024 Presidential Nominating Conventions award (Award # 15PBJA-24-GG-00028).
- (iii) Rates of pay that exceed the individual officer's(s') normal salary and benefits, including overtime unless required by a collective bargaining agreement, employment contract, ordinance, or law, requiring Personnel to be paid overtime.
- (iv) Hours worked outside those established by CPD unless pre-approved in writing. In writing approval will be provided retroactively if mutual aid officers are acting on a direct command from CPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety; provided that mutual aid partners seek approval from Chicago police command at the earliest reasonable time.
- (v) Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing

ARTICLE SEVEN: LAW ENFORCEMENT PROCEDURES

7.01 Police Authority. This Agreement is a request by CPD that each LPO render aid and assistance as described in the Agreement and each LPO will have the same authority as within his or her own jurisdiction pursuant to state law, the Convention venue's laws, ordinances, rules and regulations. Most Agency LPO duty assignments shall include the assignment of at least one CPD officer. Should an arrest or stop be required, the CPD officer shall conduct the arrest, and Agency LPO shall assist as directed. Agency LPOs shall not conduct arrests or stops unless required to do so by emergent circumstances in which a CPD officer is not available or capable of conducting the arrest or stop.

7.02 Law Enforcement Activities. Law enforcement methods employed by the Agency's LPOs shall conform to the lawful commands of the CPD's Commanding Officer or his/her designee, City CPD Policies, City of Chicago Municipal Code, Illinois law, the United States Constitution and other applicable law.

7.03 Prosecutions. Questions regarding prosecutorial jurisdiction shall be decided by the applicable prosecutorial authority for the County of Cook and/or the City.

ARTICLE EIGHT: 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 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 5.03, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its LPOs assigned to the Convention, 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 Rules of Conduct. During the Convention Period, each Agency LPO performing 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.

9.03 Discipline / Probable Cause Matters. The City shall refer disciplinary matters involving Agency 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, representatives 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 regardless of any indemnification obligation that the City has under separate agreements with parties for use of non-City properties. 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 privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under Article Fourteen or applicable federal, state, local, or common law, 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.

11.02. 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, as allowed by law.

ARTICLE TWELVE: TERMINATION RIGHTS OF PARTIES

12.01 By the City. The City may terminate this Agreement based on the occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. 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;

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 based on the

occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. The failure of City to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement; or
- iii. The Agency's determination per Section 3.11 that it does not have the resources available to participate in the Convention.

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 By ILEAS. ILEAS may terminate this Agreement based on the occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. 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;

In addition to the foregoing termination rights, ILEAS 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 ILEAS provides City with notice of such failure.

12.04 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.

12.05 City Payment for Services. In the event of termination by either Party, the City will only reimburse 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 workers' compensation purposes, each LPO subject to this Agreement is a loaned employee by his/her Agency employer to the City as set forth in Section 1(a) 4 of the Illinois Workers' Compensation Act. Agency agrees to provided workers' compensation coverage either through self-insurance or purchased policies for LPO injuries sustained and related to an LPO's deployment at the Democratic National Convention. Workers' Compensation actions shall be brought in the home jurisdiction of the LPO's Agency.

14.02 Liability Insurance.

1. City Binding Liability Policy. The City of Chicago has procured a liability insurance policy (the "Policy") which includes coverage for law enforcement activities for claims that occur during the Convention Period.

2. General Information on the Policy.

a. Named Insureds. Under the Policy, the named insureds are:

- (1) The City of Chicago; and
- (2) Any other Agency Engaged to Provide Law Enforcement Services under an Intergovernmental Agreement for the 2024 Democratic National Convention or Similar Agreement.

b. 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.

c. Coverage Limits.

- (1) The Policy has limits of \$35,000,000 in the aggregate and covers wrongful acts (false arrest, excessive force, assault and battery) from law enforcement activities including those that may result in personal injury, bodily injury, and

property damage. A summary of the Convention coverage is stated in Exhibit E. The City will provide Parties with copies of the Policy upon request. The City will provide Agency with certificates of insurance on or before August 13, 2024. Agency, its LPOs and other insured parties agree to be bound by the terms and conditions contained in the Policy.

- d. Coverage Exclusion. The Parties agree the 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.
- e. Cooperate With Underwriter. Agency and its LPOs agree to cooperate with the underwriter(s) for the Policy 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. Provision of Defense. The Agency agrees that, through the Policy, a defense will 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 Convention and covered by the Policy; however, neither the City nor the Policy carriers 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 Convention; (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 required under the 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 Policy.

14.03 Additional Coverages.

1. Parties To Provide Coverage. For any and all acts and omissions that may fall outside the scope of the Policy, or any liability that may exceed the policy limits of the 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 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 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 Convention 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 Policy

and the City's self-insurance.

ARTICLE FIFTEEN: 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:

Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To:

General Counsel to the Superintendent
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And

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: See Exhibit A

With Copies to: See Exhibit A

For Notice to ILEAS: Executive Director
ILEAS
1701 East Main Street
Urbana, Illinois 61802

ARTICLE SIXTEEN: LEGAL AUTHORITY

16.01 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.

16.02 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.

16.03 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 SEVENTEEN: ADDITIONAL PROVISIONS

17.01 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.

17.02 Integration with Other Mutual Aid Agreements. City and Agency have one or more mutual aid agreements with each other, including the ILEAS Law Enforcement Mutual Aid Agreement signed by City on July 1, 2014. If terms of any mutual aid agreement are inconsistent with the terms of this Agreement, then the terms, rights, benefits, duties and obligations that are contained in this Agreement shall control if the inconsistent terms at issue are associated with, directly or indirectly, the Convention.

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

17.04 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.

17.05 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.

17.06 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.

17.07 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.

17.08 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.

17.09 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.

[The remainder of this page is intentionally left blank and the signature page follows]

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

CITY OF CHICAGO

By: LARRY SWELLING


SUPERINTENDENT OF POLICE
CHICAGO POLICE DEPARTMENT

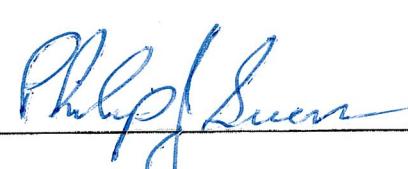
Illinois Law Enforcement Alarm System

By:  2024 DNC

Printed Name: LARRY G. EVANS

Title: EXECUTIVE DIRECTOR 08/12/2024

Agency Name:

By: 

Printed Name: Philip J. Suss

Title: Mayor