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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

DATE: October 6, 2009

Agenda Item No. 8(I)(1)(A)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

FROM: George M. Burgess
County Manager

Resolution No. R-1131-09

SUBJECT: Intergovernmental Cooperation Agreement Between the City of Pittsburgh and Miami-Dade County For Services and Aid In Preparation For And During The G20 Summit

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Recommendation
It is recommended that the Board retroactively authorize the Intergovernmental Cooperation Agreement between the City of Pittsburgh and Miami-Dade County for the Miami-Dade Police Department (MDPD) to provide services and aid in preparation for and during the G20 Summit, known as the G20 Event, held on September 24-25, 2009.

Scope
The agreement will authorize MDPD to provide services for the G20 Event as described in the Agreement.

Fiscal Impact/Funding Source
The City of Pittsburgh will reimburse the MDPD an estimated $214,080.59 for personnel salaries, overtime, and transportation expenses for Department personnel assigned to provide these services detailed in the Agreement. In addition, the City of Pittsburgh will compensate the MDPD for additional expenses if there are any unforeseeable circumstances which might increase this amount.

Track Record/Monitor
The Agreement will be administered and monitored by the MDPD.

Background
The G20 Event is a forum for the discussion of international finance issues by the heads of state of 20 member countries from around the world. This year Pittsburgh, Pennsylvania has been chosen to host this high-profile and important event. Due to the nature of the issues discussed, these forums are known to attract a variety of interested parties. As the host city, the Pittsburgh Bureau of Police (PBP) is responsible for coordinating local law enforcement efforts for the G20 Event and to promote the safety and welfare of all G20 Event participants and members of the public.

The MDPD was requested to assist the PBP based on its well respected reputation in the police community, and its proven experience in crowd control and field force deployments. Seventy (70) officers were carefully selected and assigned to staff this event. These officers have been trained in the type of tactics specifically needed to assist the PBP during the G20 Event.

The Miami-Dade Police Department is proud to have been called upon to participate and assist in a world event as important as the G20 Summit 2009 in Pittsburgh and to represent Miami-Dade County.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(A)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(I)(1)(A)

10-6-09

RESOLUTION NO. R-1131-09

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT FOR THE PROVISION OF SERVICES AND AID IN PREPARATION FOR AND DURING THE G20 SUMMIT BETWEEN THE CITY OF PITTSBURGH BUREAU OF POLICE AND MIAMI-DADE COUNTY WHICH ALLOWS FOR REIMBURSEMENT OF EXPENSES NOT TO EXCEED $214,080.59 AND ALSO FOR COMPENSATION FOR UNFORSEEABLE CIRCUMSTANCES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TERMS AND PROVISIONS OF THIS AGREEMENT CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Cooperation Agreement between the City of Pittsburgh Bureau of Police and Miami-Dade County, allowing for reimbursement of expenses associated with these services in the amount not to exceed $214,080.59 and also for compensation for unforeseeable circumstances, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to execute the terms and provisions of this agreement contained therein.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan** who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PROVISION OF SERVICES AND AID IN PREPARATION FOR AND DURING THE G20 SUMMIT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this 22nd day of September, 2009, by and between the **CITY OF PITTSBURGH, ("City" or "the City"),** a municipal corporation of the Commonwealth of Pennsylvania acting through its Bureau of Police (hereinafter the "PBP") and **MIAMI-DADE COUNTY ("MDC"),** a political subdivision the State of Florida, **(each a "party" and collectively the "parties"),** acting on behalf of its law enforcement department, the Miami-Dade Police Department **("Agency").**

WHEREAS, the City is the host city for the G20 Summit (hereinafter "G20 Event"), a forum for the discussion of international finance issues, to be held September 24-25, 2009, at the David Lawrence Convention Center and other venues throughout the City; and

WHEREAS, the G20 Event has been classified by the federal government as a National Special Security Event ("NSSE"); and

WHEREAS, pursuant to this NSSE classification, the United States Secret Service is the authorized lead agency for the design and implementation of the official operational security plan ("G20 Operational Plan") pertaining to the G20 Event; and

WHEREAS, the PBP is responsible for coordinating local law enforcement efforts for the G20 Event; and

WHEREAS, in this role, the PBP seeks to promote the safety and welfare of all G20 Event participants and members of the public while enabling individuals to exercise their constitutional rights; and

WHEREAS, the City is in need of procuring the assistance of additional law enforcement personnel to provide services required for this NSSE during the period of September 22 through September 26 (the "G20 Event Period"); and

WHEREAS, The Miami-Dade Police Department provides law enforcement services to MDC pursuant to the police powers and law enforcement authority granted by Florida Statutes Section 30.15, *Powers, Duties and Obligations*; and

WHEREAS, at the request of the City, MDC is willing to provide the services of the law enforcement and/or public safety personnel identified in this Agreement to assist with providing G20 Event public safety-related aid and assistance; and

WHEREAS, the parties now wish to outline the terms and scope of the intergovernmental cooperation required for G20 Event purposes.

NOW THEREFORE, pursuant to the authority of 53 Pa.C.S.A. §§ 2301 *et seq.*, and other applicable statutes and ordinances authorizing intergovernmental cooperation and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive from their joint participation, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference.

II. ORGANIZATIONAL STRUCTURE

A. Agency acknowledges and agrees that at all times during any joint training session prior to the G20 Event and during the G20 Event Period, including each deployment of any certified police officer ("LPO" as further defined below), 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 composed of federal, state, and local public safety personnel and following unified command principles and practices established throughout the law enforcement community.

B. The PBP is the lead local law enforcement agency associated with G20 Event law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the G20 Operational Plan (the "Plan"), with specific assignments to be communicated to the Agency by the "Commanding Officer" (as defined below) or his designee. Agency will be provided with briefings from the PBP, as necessary, regarding its assignments.

C. For purposes of the G20 Event Period, the PBP's "Commanding Officer" shall be City of Pittsburgh Police Chief Nathan Harper.

D. Agency LPOs performing services pursuant to this Agreement will abide by the PBP's G20 Operational Plan, provided it is not contrary to applicable law, which will be made available to the Agency in one or more G20 information and training packets ("G20 Preparatory Materials") prior to the G20 Event. The Agency shall disseminate the G20 Preparatory Materials to its LPOs providing services hereunder. The Agency agrees to follow PBP's G20 Operational Plan with respect to any G20 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 G20 Preparatory Materials provided by PBP before the G20 Event period. The Agency was not consulted prior to the creation of the "G20 Operational Plan" and consequently had no role in creating or drafting the "G20 Operational Plan."

E. 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.

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III. AGENCY RESPONSIBILITIES

Agency agrees to the following terms in preparation for and during the G20 Event:

A. That upon reasonable advance written notification from the PBP, Agency's LPOs being deployed at the G20 Event shall participate in G20 Event training activities that are coordinated or conducted by Agency and the PBP or its designee. For purposes of this Agreement, training activities will include G20 Preparatory Materials and in person-training on September 23, 2009, for all Agency LPOs providing services during the G20 Event Period; and

B. That upon reasonable advance written notification from the PBP to the Agency, each Agency LPO being deployed at the G20 Event shall provide services assigned by the PBP during the G20 Event Period; and

C. That each Agency LPO agrees to be placed by the PBP in an "on call" status in which the LPO is physically near a specified G20 Event location within the City of Pittsburgh or the County of Allegheny, so as to be able to physically report in a timely manner to such duty post assigned by the PBP and be prepared to undertake the specific job task or responsibility assigned to the LPO by the PBP. The physical location of the Agency LPO's will be dictated by availability of accommodations during the G20 Event.

D. That at the request of the PBP, each Agency LPO shall participate in and/or provide information to and otherwise cooperate with the PBP in any "after action activities" following the conclusion of the G20 Event Period. This may include debriefings of information and experiences, or completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

E. 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. The Agency or their representatives will have the right to review all documents prior to the production of any information, and agrees to release information as it complies with the laws of the State of Florida.

F. Agency has designated the following contacts for operational and administrative purposes under this Agreement:

[name]	[rank and duty]
Greg Terp	Major, Special Patrol Bureau
Thomas P. Hanlon	Captain, Special Patrol Bureau

7

G. The names of all LPOs to be provided by the Agency for G20 Event purposes shall be sent to the PBP in written form upon execution of this Agreement and prior to providing any G20 Event services hereunder.

H. Each of the LPOs provided by Agency shall meet one of the following criteria (as applicable to the particular Agency):

1. Agencies located in the Commonwealth of Pennsylvania shall ensure all officers provided are MPOETC certified in accordance with all applicable Pennsylvania statues, rules and regulations, including 53 Pa.C.S.A. §§ 2161 *et seq;* or

2. Non-Commonwealth of Pennsylvania 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 PBP with the list of all Agency LPOs providing G20 Event services.

I. 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 shall by reason of experience, training and physical fitness is capable of performing the duties anticipated to be required by the PBP during the G20 Event; and

2. That each LPO shall have been employed as a licensed or certified police officer for a minimum of two (2) years in the United States; and

3. That each of the LPOs being provided for the G20 Event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the PBP in the event that any LPO is no longer an officer in good standing with the Agency; and

4. That no LPO being provided for the G20 event 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 for use of excessive, unreasonable or unnecessary force; and that no internal investigations on such allegations have been sustained.

J. Unless otherwise provided or requested by the PBP, 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 with Agency radio equipment, 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 uniform and authorized equipment list will be provided to Agency as part of the G20 Preparatory Materials. To the extent that Agency intends to send any equipment, gear, service weapons or munitions with its LPOs that is not included in the PBP sanctioned list,

it shall notify PBP in writing no later than September 18th, 2009, and must obtain the PBP's written consent prior to its use by an Agency LPO during the G20 Event Period.

K. Agency acknowledges and agrees that at anytime during the term of this Agreement the PBP has the sole discretion to decline to accept and/or use any LPO without cause or explanation.

L. Agency will exercise its best efforts to assist with the G20 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 G20 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 XII of this Agreement in the event a decision to recall its assistance is made.

M. Except as set forth in Sections IV and V, Agency shall be responsible for all costs associated with providing LPO assistance that are not assumed by City as stated in this Agreement and authorized in writing.

IV. CITY RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the G20 Event, City agrees to the following:

A. City agrees that it will provide G20 Event training for participating Agency LPOs, including the provision of G20 Preparatory Materials for review and in-person training on September 23, 2009.

B. City will provide lodging and food for Agency LPOs performing services under this Agreement. The PBP shall provide lodging and food location assignments to Agency LPOs in writing prior to the G20 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.

C. City shall further cover personnel salaries, overtime, and transportation expenses of LPOs providing services during the G20 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 **$214,080.59 U.S. Currency**. 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 for services actually provided after the G20 Event according to the Payment Terms provided to Agency as part of the G20 Preparatory Materials. In the event LPO's are required to provide services, for the G20 Event, beyond the "not to exceed" amount, due to unforeseeable circumstances, the City agrees to compensate the Agency for any and all expenses above the "not to exceed" amount, after itemized invoices have been provided by the Agency. The City is bound by the approval of its Public Safety Director, Michael H. Huss.

D. As further set forth in Section XIV herein, City is in the process of procuring an insurance policy to cover certain liabilities of the parties, including Agency, participating in the G20 Event. In the event that the policy cannot be procured prior to the G20 Event, City will notify Agency in writing.

V. FINAL PAYMENT TERMS

A. Agency shall only be paid for the necessary costs of participating in G20 Event-related activities during the G20 Event Period, and any "after action activities" related thereto as described in Article IV – Section C, of this agreement.

B. 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-call status" set forth in Section III.C.) by the PBP during the G20 Event Period.

C. Unless otherwise agreed to in writing by the City, the City shall only provide reimbursement to the Agency for Personnel Costs if the Agency completed the PBP's required training and 1) participated in the G20 Event or 2) was ready, willing, available and physically present in the City of Pittsburgh or Allegheny County to participate in the G20 Event as required by the PBP hereunder despite the LPO not having actually participated in the G20 Event.

D. 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 option is in addition to and not in lieu of the City or Agency's right of termination as provided in this Agreement.

VI. LAW ENFORCEMENT PROCEDURES

A. Authority to Act as LPOs/Appointment of LPOs.

1. Commonwealth of Pennsylvania Agencies: Pursuant to 42 Pa.C.S.A. §8953(3), in recognition of PBP's request for police assistance set forth herein, LPOs provided by list to the PBP from a Commonwealth-based Agency shall be authorized to enforce the laws of the Commonwealth of Pennsylvania and otherwise enforce the functions of a municipal police officers in the City of Pittsburgh during the G20 Event Period for G20 purposes as requested by the PBP.

2. Non-Commonwealth of Pennsylvania Agencies: As necessary, LPOs from agencies located outside the Commonwealth of Pennsylvania shall be appointed by the Mayor of the City of Pittsburgh as "special" and/or "auxiliary" police officers during the G20 Event pursuant to, *inter alia*, the respective provisions of 53 P.S.. § 23434 and/or 53 P.S. §§ 731 *et seq*; and Section 113.03(c) of the Pittsburgh City Code and other applicable law.

B. Law Enforcement Activities

Law enforcement methods employed by the Agency's LPOs shall conform to the requirements of Pennsylvania law, the United States Constitution and applicable federal statutes.

C. Prosecutions.

Questions regarding prosecutorial jurisdiction shall be decided by the United States Attorney's Office; the District Attorney of Allegheny County, Pennsylvania; the City of Pittsburgh, and/or the applicable municipal government entity affected.

VII. TERM OF AGREEMENT

Unless otherwise terminated by either party as set forth in Section XII herein, the terms of this Agreement shall commence as of the 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.

VIII. MUTUAL BENEFITS TO PARTIES-CONSIDERATION

A. Other than the items set forth in Section IV (B) and (C), further consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Greater Pittsburgh region in preparation for and during the G20 Event, and other mutual benefits through the cooperative efforts of the parties under this Agreement.

B. It is understood and agreed that any anticipated payment obligation of the City hereunder shall extend only to funds appropriated by its City Council, encumbered for the purpose of this Agreement and paid into the City's general fund.

IX. STATUS OF AGENCY AS INDEPENDENT CONTRACTOR; RULES OF CONDUCT

A. It is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, loaned employee, or agent of the City for purposes of unemployment compensation, workers' compensation, Heart and Lung benefits, governmental immunity, civil rights, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed so as to find the Agency or its LPOs to be employees of the City, and the Agency LPOs shall be entitled to none of the rights, privileges, or benefits of City employees.

B. Except to the extent covered by the insurance policy acquired by the City as referenced in Section XIV and the compensation terms set forth in Section IV(C), Agency acknowledges that it remains fully responsible for any and all obligations as the employer of its LPOs assigned to the G20 Event, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, Heart and Lung benefits (as applicable per jurisdiction), death benefits,

medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance or contract not covered by this agreement.

C. For purposes of workers' compensation, the parties agree that Agency's LPOs will remain employees of the Agency and that, in the event the City is deemed a "statutory employer" of the Agency's employees under the Pennsylvania Workers' Compensation Act, 77 P.S. §§ 1-2626, the City will maintain immunity from tort lawsuits pursuant to the exclusive remedy provisions of the Worker's Compensation Act of Pennsylvania.

D. To the extent an Agency LPO individually pursues a third party action and the third party or any other party joins the City as a party to that action,

1. The City shall be immune from subrogation claims pursuant to the exclusive remedy provisions of the Worker's Compensation Act, 77 P.S. §§ 1-2626, 1993, July 2, P.L. 190, No. 44, § 25(b) ("Act 44") and the Pennsylvania Tort Claims Act, 42 Pa. C.S.A. §§ 8541 *et. seq;* or in the alternative,

2. The Agency agrees to indemnify the City against liability and loss from any and all claim or claims made by that Agency's LPO, for any alleged active or passive negligence or condition, caused or created in whole or in part by the Agency's LPO

E. During the G20 Event Period, each LPO performing G20 Event services under this Agreement shall be required to comply with the rules of conduct established by the Agency and the PBP. In the event that a conflict exists between the Agency's rules of conduct and the PBP's rules of conduct, the Agency's rules of conduct shall apply.

F. The City shall refer disciplinary matters involving LPOs to the Agency for an investigation that may be jointly conducted by the PBP and the Agency unless, based on the judgment of the City, that a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation with appropriate notice to Agency. The Agency reserves the right to provide the necessary representation to any LPO, in compliance with the Agency's policies.

X. MUTUAL RESPONSIBILITY; POLITICAL SUBDIVISION TORTS CLAIMS ACT; LIMITATION OF LIABILITY STATUTES; NO WAIVER OF IMMUNITIES

A. 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. 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 Section XIV of this Agreement.

B. It is understood and agreed that each party's liability may be limited by the provisions of the Pennsylvania Political Subdivision Tort Claims Act ("PSTCA"), 42 Pa.C.S.A. §§ 8541 *et seq.*, or other immunity law applicable to Agency. The 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 PSTCA. 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 the PSTCA or any other common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

XI. RECORDS AND DISSEMINATION OF INFORMATION

A. 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 Pennsylvania Right to Know Act ("PRKA"), 65 P.S. §§67.101 *et seq.*,the federal Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1996, and those methods, procedures and otherwise set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hardcopy, 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 shall address per the applicable section(s) of the PRKA. 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.

B. The Agency agrees that any duly authorized representative of the City, including the City's Controller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, papers, 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.

C. 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. The City agrees to pay for all cost associated with the production of said records or personnel, notwithstanding the provisions in Article IV – Section C, of this agreement.

XII. TERMINATION RIGHTS OF PARTIES

A. **By the City**. The City may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. the cancellation of the G20 Event; or

2. the failure of City to be able to purchase and provide

the insurance coverage described in Section XIV of this Agreement in a timely manner; or

3. the failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and to fail to cure such default within seven (7) calendar days after the City or PBP provides Agency with notice of such failure.

B. **By the Agency.** The Agency may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. the cancellation of the G20 Event;

2. the failure of the City to purchase and provide the insurance coverage described in Section XIV of this Agreement; furthermore, if in the County's sole discretion, the insurance policy procured by the City is found to be insufficient in any way;

3. the Agency's determination per Section III(L) that it does not have the resources available to participate in the G20 Event; or

4. the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and to fail to cure such default within seven (7) calendar days after the Agency provides the PBP with notice of such failure.

C. 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.

D 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 attorney fees related to an event of termination hereunder.

XIII. GOVERNING LAW; COMPLIANCE WITH LAWS

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

B. 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 now or hereafter promulgated insofar as they relate to their respective performances of the provisions of this Agreement.

XIV. INSURANCE

A. Workers' Compensation Act, 53 Pa. C.S. § 1-1603,[1] Benefits and Heart and Lung Act, 53 Pa. C.S.A. § 637(a), Benefits

1. Commonwealth of Pennsylvania Agencies:

a. The City is not providing any benefit to the Agency and its LPOs, respectively, pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a).

b. Agency shall be responsible for providing its LPOs with those benefits pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a).

c. Agency agrees that in the event of the bodily or psychological injury or death of its LPOs, it assumes each legal and equitable duty, liability and responsibility pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a).

d. Agency hereby certifies that it maintains insurance, self-insurance or other equivalent coverage for Workers Compensation Act and Heart and Lung Act benefits for each of its LPOs while such Agency LPOs are providing G20 Event services under this Agreement.

e. In the event the Agency's LPOs sustain bodily or psychological injury or death and the LPO or anyone designated to act on behalf of his or her estate pursues benefits pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a), the Agency agrees to defend and indemnify the City. This agreement to indemnify the City is intended to create an indemnity against liability and loss.

f. The Agency waives the right to subrogate against the City and any other Agency for Workers' Compensation Act benefits and Heart and Lung Act benefits paid to its own LPOs and any dependents of such LPOs for injuries caused wholly or partially by the active or passive negligence of LPOs employed by the City or any other Agency.

g. The parties agree the duty to cooperate and indemnify set forth within this section survive the expiration or termination of this agreement.

2. Non-Commonwealth of Pennsylvania Agencies:

[1] Act of June 2, 1915, P.L. 736, *as amended*, 77 P.S. §§ 1-1041.4; 2501-2626

a. The City is not providing any benefit to the Agency and its LPOs, respectively, pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a).

b. Agency shall be responsible for providing its LPOs with those benefits pursuant to or consistent with the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a).

c. Agency agrees that in the event of the bodily or psychological injury or death of its LPOs, it assumes each legal and equitable duty, liability and responsibility pursuant to the Pennsylvania Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a) or in the alternative, any similar law or statute enacted by the jurisdiction where the Agency is located.

d. Agency hereby certifies that it maintains insurance, self-insurance or coverage equivalent to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a) for each of its LPOs while such Agency LPOs are providing G20 Event services under this Agreement. Agency agrees that in the event its LPO pursues a claim in his or her home jurisdiction and in the Commonwealth of Pennsylvania, the Agency shall indemnify the City for all liability and loss related to the claim.

e. In the event the Agency's LPOs sustain bodily or psychological injury or death and the LPO or anyone designated to act on behalf of his or her estate pursue benefits pursuant to the Workers' Compensation Act, 53 Pa. C.S. § 1-1603, and the Heart and Lung Act, 53 Pa. C.S.A. § 637(a), or in the alternative, any similar law or statute enacted by the jurisdiction where the Agency is located, the Agency agrees to defend and indemnify the City. This agreement to indemnify the City is intended to create an indemnity against liability and loss.

f. The Agency waives the right to subrogate against the City and any other Agency for Workers' Compensation Act benefits and Heart and Lung Act benefits or their equivalent paid to its own LPOs and any dependents of such LPOs for injuries caused wholly or partially by the active or passive negligence of LPOs employed by the City or any other Agency.

g. The parties agree the duty to cooperate and indemnify set forth within this section survive the expiration or termination of this agreement.

B. Professional Liability Insurance

1. The City is working to acquire Police Professional Liability Insurance (G20 Security Policy), including law enforcement professional liability coverage that will be an occurrence policy, which applies only to claims that occur during the G20 Event. The full text of the Police Professional Liability Policy will be made *"Exhibit" I*, upon final acquisition, and attached to this document. Failure of the City to purchase and provide the

Police Professional Liability Policy insurance coverage prior to the event shall be grounds for termination by the Agency.

2. The (G20 Security Policy) shall cover the acts of each party during the provision of the G20 Event Period, subject to any policy limits.

3.. The City agrees to name the Agency and its LPOs as insureds on any Police Professional Liability Insurance it purchases to provide coverage for the G20 event.

4. The G20 Security Policy shall be the primary policy to the extent one or more policies of Police Professional Liability Insurance provide coverage for any claim or incident.

5. The G20 Security Policy shall be the primary policy to the extent that an Agency is self-insured.

6. The Agency agrees that through the G20 Security Policy, a defense shall be provided for the Agency and its LPOs to the extent one, the other or both 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 G20 Event; however, neither the City nor the G20 Security Policy carrier shall have any duty to indemnify for loss or liability against the actions or omissions that are judicially determined to be beyond the course and scope of the services provided for the G20 Event, the alleged actions or omissions are judicially determined to be willful misconduct as set forth in the Tort Claims Act, 42 Pa.C.S.A. § 8550 or where the claim establishes exemplary or punitive damages against the LPO or his or her Agency.

7. The Agency agrees the City shall not have any duty or obligation to indemnify against loss or liability beyond the monetary limit of the G20 Security Policy and in the event that an award, compromise, judgment, settlement or verdict exceeds the monetary limit of the G20 Security Policy, the Agency shall indemnify the City against all losses that exceed the monetary limit of the G20 Security Policy solely for those actions or omissions attributable to the Agency and its respective LPOs.

8. For any and all acts and omissions that may fall outside the scope of the G20 Security Policy or any liability that may exceed the policy limits of the G20 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 G20 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 G20 Security Policy.

9. Each party will, at all times, be legally self-insured or maintain auto insurance, equipment, and/or equipment insurance for its own automobiles, equipment or other property used during its performance of G20 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 G20 Security Policy and the City's self-insurance.

10. Agency and LPOs agree to be bound by the terms and conditions contained in the G20 Security Policy, which is incorporated herein by reference and a copy of which will be provided to Agency upon receipt by City.

11 The Parties agree the City is responsible for any deductible amount required per the G20 Security Policy.

12. Agency and its LPOs agree to cooperate with the underwriter for the G20 Security Policy by timely providing information as is reasonably requested by the insurer or its designee(s).

a. 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.

b. The Agency agrees to fully cooperate in the defense of any civil claims, in which the Agency is a named party, as reasonably requested by the insurer or its designee and shall instruct its LPOs do the same.

13. The parties agree the G20 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 Tort Claims Act, 42 Pa.C.S.A. § 8550 and the City's self insurance will not provide coverage for any claims that establish a right to exemplary or punitive damage or are judicially determined to be willful misconduct as set forth in the Tort Claims Act, 42 Pa.C.S.A. § 8550,

14. The parties agree that the City shall consult with MDC and the Agency prior to rejecting or approving any compromise or settlement of any claim filed against the Agency or its LPO.

XV. MISCELLANEOUS

A. **No waiver.** Acceptance of partial performance or continued performance after breach shall not be construed to be a waiver of any such breach.

B. **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, obligations or duties under this Agreement except upon prior written consent and approval of the other party, and in the event any 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.

C. **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.

D. **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.

E. **Severability.** If any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds, is by the courts held to be illegal or in conflict with any law of the Commonwealth of Pennsylvania, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

F. **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 all Agencies and executed in the same manner as this Agreement. This Agreement and any amendments will be binding upon the Agencies, their successors and assigns.

G. **Survival of Certain Provisions.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the City's obligations to provide insurance as set forth in Section XIV will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

H. **Notices.** Notices 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:

Chief Nathan Harper
Bureau of Police
1203 Western Avenue
Pittsburgh, PA 15233

With a copy to:

George R. Specter
City Solicitor
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

For Notice to the Agency:

Robert Parker, Director
Miami-Dade Police Department
9105 N.W. 25th Street
Miami, FL 33172

With a copy to:

County Attorney
R. A. Cuevas, Jr.
111 Northwest First Street, Suite 2810
Miami, Florida 33128

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

XVI. LEGAL AUTHORITY

A. 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.

B. 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.

C. 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 to enter into this Agreement.

D. **Authorizing Legislation.** The City is authorized to enter into this Intergovernmental Cooperation Agreement pursuant to Ordinance No. 22 of 2009, effective September 7, 2009. Agency is authorized to enter into this Intergovernmental Cooperation Agreement pursuant to the Miami-Dade Home Rule Charter.

E. **Home Rule Charter/Liability of City.** This Agreement is subject to the Home Rule Charter of the City of Pittsburgh. The City's liability hereunder is limited to the terms and conditions of this agreement.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF PITTSBURGH

Mayor, Luke Ravenstahl

WITNESS:

Director, Department of Public Safety

WITNESS:

MIAMI-DADE COUNTY

Carlos Alvarez, Mayor
Miami-Dade County

Reviewed by:
Robert Parker, Director
Miami-Dade Police Department

Reviewed for Legal Sufficiency by:
Benjamin D. Simon
Assistant County Attorney

EXAMINED BY:
Assistant City Solicitor

APPROVED AS TO FORM:
City Solicitor

COUNTERSIGNED BY:
City Controller

9/8/09 v.1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/17/2009

ACORD

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
Dominion Tower, 10th Floor
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
City of Pittsburgh G20 Summit
City-County Building
414 Grant Street
Pittsburgh PA 15219 USA

Holder Identifier :

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
		☐ ANY AUTO				BODILY INJURY (Per person)	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		☐ HIRED AUTOS					
		☐ NON OWNED AUTOS				AUTO ONLY - EA ACCIDENT	
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC	
		☐ ANY AUTO				AGG	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	
		☐ DEDUCTIBLE					
		☐ RETENTION					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Professional Liability Law Enforcement Prof Liab	066823525	09/19/2009	09/27/2010	Wrongful Act Limit	$10,000,000
						Wrongful Act Ded	$25,000
						Aggregate Limit	$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

* See Attached.

Certificate No : 570036095162

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

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* Description of Operations Section

620 Summit, Pittsburgh, PA, September 24 and 25, 2009. Insureds include the City of Pittsburgh, ~~and~~ any Agency engaged to perform law enforcement services under an Intergovernmental Agreement (IGA) or similar agreement, its Licensed Police Officers, Fire, and EMS personnel, for Law Enforcement Professional Liability. Coverage is primary for all insureds.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/2009

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
Dominion Tower, 10th Floor
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
City of Pittsburgh G20 Summit
City-County Building
414 Grant Street
Pittsburgh PA 15219 USA

Holder Identifier :

Certificate No : 570036098374

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
		ANY AUTO				BODILY INJURY (Per person)	
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		HIRED AUTOS					
		NON OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	
		OCCUR ☐ CLAIMS MADE				AGGREGATE	
		DEDUCTIBLE					
		RETENTION					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Prof Liability	066823525 Law Enforcement Prof Lia	09/19/2009	09/27/2010	Wrongful Act Limit	$10,000,000
						Wrongful Act Ded	$25,000
						Aggregate Limit	$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
G20 Summit, Pittsburgh, PA. September 24 and 25, 2009. Insureds include the City of Pittsburgh, any Agency engaged to perform law enforcement services under an Intergovernmental Agreement (IGA) or similar agreement, its Licensed Police Officers, Fire and EMS personnel, for Law Enforcement Professional Liability.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

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Attachment to ACORD Certificate for City of Pittsburgh G20 Summit

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

City of Pittsburgh G20 Summit
City-County Building
414 Grant Street
Pittsburgh PA 15219 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage is primary for all insureds.

Certificate No : 570036098374

LEXINGTON INSURANCE COMPANY

Administrative Offices: 100 Summer Street, Boston, Massachusetts 02110-2103
(hereinafter called the Company)

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY
DECLARATIONS

NOTICE: DEFENSE EXPENSES ARE INCLUDED WITHIN AND REDUCE THE APPLICABLE LIMIT OF INSURANCE. DEFENSE EXPENSES APPLY AGAINST THE DEDUCTIBLE.

Policy No.: 066823525 Renewal of: NEW

Item 1. **Named Insured:**
CITY OF PITTSBURGH

414 GRANT STREET
PITTSBURGH, PA 15219

Item 2. **Policy Period:**
From: 09/19/2009 **To:** 09/27/2009
(at 12:01 A.M. standard time at the address of the Named Insured stated above.)

Item 3. **Limits of Insurance:**
Aggregate Limit of Insurance: $10,000,000
Each Wrongful Act Limit $10,000,000

Item 4. **Deductible:** $25,000 Each and Every **Wrongful Act**

Item 5. **Premium:**

Estimated Exposure	Rating Base	Rate	Audit Period
4885	LAW ENFORCEMENT PERS	307.06	Not Subject to Audit

Advance Premium	Annual Minimum Premium	Minimum Earned Premium
$1,500,000	$1,500,000	$1,500,000

Item 6. **Endorsements:** See Forms Schedule

David Brennan
Authorized Representative OR
Countersignature (In states where applicable)

FORMS SCHEDULE

Named Insured: CITY OF PITTSBURGH

Effective Date: 09/19/2009

Policy No: 066823525

Form Number	Edition Date	Endorsement Number	Title
LX8315	11/07		LAW ENFORCE PROF LIAB DEC-OCC
LX8316	11/07		LAW ENFORCE PROF LIAB TXT-OCC
LX9883	11/05	001	COVERAGE TERRITORY LIMITATION
LX8031	01/07	002	PATROL ACCESS ENDORSEMENT
LEXDOC021		003	WHO IS AN INSURED AMENDMENT
LEXDOC021		004	MINIMUM EARNED PREMIUM ENDT
LEXDOC021		005	ANTI-STACKING ENDORSEMENT
LEXDOC021		006	MEDICAL AND FIREFIGHTING SERV
LEXDOC021		007	NAMED INSURED AMENDMENT
LEXDOC021		008	APPROVED COUNSEL ENDORSEMENT
LEXDOC021		009	SPECIFIED EVENT ENDORSEMENT
LEXDOC021		010	UNINTENTION ERRORS OR OMISSION
LEXDOC021		011	KNOWLEDGE OF OCCURRNCE ENDT
LEXDOC021		012	NOTICE OF OCCURRENCE ENDT

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling AIG at 1-800-706-3102.

LEXINGTON INSURANCE COMPANY

Administrative Offices: 100 Summer Street, Boston, Massachusetts 02110-2103

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY

NOTICE: DEFENSE EXPENSES ARE INCLUDED WITHIN AND REDUCE THE APPLICABLE LIMIT OF INSURANCE. DEFENSE EXPENSES APPLY AGAINST THE DEDUCTIBLE.

In consideration of the premium paid and in reliance upon the statements in the Application completed by **you** and upon the Declarations, and subject to the terms, conditions, and exclusions, we agree to this Policy as a contract with **you**.

Throughout the Policy, the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

The word Insured means any person or organization qualifying as such under **Section III. WHO IS AN INSURED**.

Other words and phrases that appear in boldface have special meaning. Refer to **SECTION II. DEFINITIONS.**

SECTION I. INSURING AGREEMENT

We shall pay those sums that the Insured becomes legally obligated to pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) and **defense expenses** because of **bodily injury**, **property damage**, or **personal injury** arising solely out of the Insured's **wrongful act** and to this insurance applies.

This insurance applies to **bodily injury**, **property damage**, or **personal injury** only if:

1. The **wrongful act** takes place in the **coverage territory**; and
2. The **wrongful act** commence to occur during the **policy period**.

SECTION II. DEFINITIONS

A. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. **Bodily injury** means bodily injury, sickness, disease sustained by any person, including death resulting from any of these at any time.

C. **Claim(s)** means a written demand for monetary damages.

D. **Coverage territory** means the United States of America, its territories and possessions, and Puerto Rico.

E. **Defense expenses** means the cost incurred in connection with the investigation and/or defense of any **claim** or **suit** including, but not limited to, legal fees and other defense expenses.

F. **Discrimination** means violation of any law related to discrimination, whether statutory or common law, including, any law prohibiting discrimination basis upon race, color, religion, age, sex, disability, pregnancy, natural origin, sexual orientation or other protected category or characteristic established pursuant to the jurisdiction in which the **claim** is made or **suit** is brought.

G. **Loading or Unloading** means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or
3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered.

But **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or **auto**.

H. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following:

1. False arrest, wrongful detention, or wrongful imprisonment;
2. Malicious prosecution;
3. Assault and battery from the use of reasonable force to protect persons or property;
4. **Discrimination** unless uninsurable by law;
5. Humiliation;
6. False or improper service or process;
7. Violation of property rights;
8. Violation of civil rights;
9. Wrongful eviction or wrongful entry, or other violations of the right of private occupancy; and
10. The oral or written publication of material that defames, slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

However, **personal injury** does not include the oral or written publication of material in the course of, or related to, advertising, broadcasting, telecasting, or videotaping activities conducted by or on behalf of any Insured.

I. **Policy period** means the period of time commencing on the effective date shown in the Declarations and ending on the expiration date or earlier termination date, if applicable.

J. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.

K. **Professional services** means law enforcement agency services provided for the purpose of establishing or maintaining order, enforcing the law, or preventing or detecting crime.

L. **Property Damage** means:

1. Physical injury to, or destruction of, tangible property including the loss of use of it; or
2. Loss of use of tangible property, which has not been physically injured or destroyed.

M. **Suit** means a civil proceeding seeking monetary damages and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages or an administrative proceeding arising from a **claim**, to which the Insured shall submit **our** or may submit with consent.

Suit shall not include any civil proceeding or administrative proceeding arising from any labor or grievances dispute which is subject to a collective bargaining agreement.

N. **Wrongful Act** means any negligent act, error, or omission in performing or failing to **professional services** perform.

SECTION III. WHO IS AN INSURED

A. **You** are in insured;

B. Each of the following is also an Insured, but only while acting within the scope of their employment for **you**:

1. **Your** law enforcement officers and, in the event of their death, incapacity or bankruptcy, their heirs, executors, administrators, assigns, and legal representative; and
2. All other employees, auxiliary personnel, reserves of the **your** law enforcement agency;

C. Volunteers authorized by **you** to perform limited law enforcement functions, but only while acting within the scope of their duties for **you**; and

D. The political entity or subdivision of which your law enforcement agency is a part of, a department of or a bureau of and its public officials, provided that, the political entity or subdivision is legally constituted at the inception of this Policy and only for their vicarious liability.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV. DEFENSE COSTS, CHARGES AND EXPENSES

A. We have the right and duty to defend and appoint an attorney to defend any **claim** or **suit** brought against any Insured for a **wrongful act** to which this insurance applies even if the suit is groundless, false, or fraudulent. Our duty to defend any **claim** or **suit** ends after the applicable Limit of Insurance has been exhausted by payment of judgments, settlements, and/or **defense expenses**.

B. We have the right to investigate and settle any **claim** or **suit** as we deem appropriate. If the we agree to a settlement or compromise of any **claim** or **suit** for which an settlement offer has been made by the claimant, but the Insured refuse to settle such **claim** or **suit** and instead elects to contest such **claim** or **suit** or continue legal proceedings in connection with such **claim** or **suit**, then the our liability for the **claim** or **suit** shall not exceed the amount for which the **claim** or **suit** could have been so settled plus **defense expenses** incurred up to the date of such refusal subject to the applicable Limit of Insurance under this Policy.

C. We shall pay all reasonable costs we ask the Insured to incur to assist us in investigating or defending any **claim** or **suit**. However, we shall not pay more than $250 per day to compensate an Insured for time taken off of work to assist us with respect to any **claim**.

D. We shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligations, if required in a **suit** we defend. We shall only pay, however, for bonds valued up to our applicable Limit of Insurance. We shall have no obligation to appeal or to obtain these bonds.

E. We shall pay the costs taxed against an Insured in a **suit** we defend.

F. We shall pay all interest on the amount of any judgment within our Limit of Insurance:

1. Which accrues after entry of judgment; and
2. Before we pay, offer to pay, or deposit in court that part of the judgment within our applicable Limit of Insurance.

G. Pre-judgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

SECTION V. EXCLUSIONS

This insurance does not apply to:

A. Any Insured's failure to fulfill any duty or obligation imposed by the Employment Retirement Income Security Act of 1974, including amendments to that law, or similar federal, state, or local statutory or common law, or any other employment benefit law;

B. Any transmission of or exposure to any communicable disease, including, but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis, or hepatitis;

C. Any employment practice, including, but not limited to, application for employment, refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, including, sexual harassment, humiliation, discrimination, or violation of civil rights;

D. Any dishonest, fraudulent, bad faith, criminal or malicious act, error; or omission by any Insured. However, this exclusion does not apply to you, unless you directed or had knowledge of the act, error, or omission;

E. Any willful violation, or any violation in which any Insured had knowledge or consented to the violation, of any federal, state, or local statute, ordinance, rule, or regulations;

F. Any **claim** or **suit** brought by any Insured against any other Insured covered under this Policy;

G. Any **claim** for which **you** or any carrier as **your** insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law, or under any similar law;

H. Any liability assumed by any Insured under any contract or agreement. This exclusion does not apply to liability for damages that **you** would have in the absence of the contract or agreement;

I. Any actual, alleged, attempted, threatened, or proposed sexual physical contact, sexual abuse, sexual verbal harassment, or sexual molestation by any Insured. However, this exclusion does not apply to **you**, unless **you** directed or had knowledge of the act, error, or omission;

J. (1) The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **pollutants**; or (2) any direction or request, to test for, monitor, cleanup, remove, contain, treat, detoxify; or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or

K. That part of any **claim** or **suit** seeking non-monetary relief including, but not limited to, injunctive relief, declaratory relief, or any other equitable remedies;

L. **Property damage** to:

1. Property **you** own, rent, or occupy;
2. Premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
3. Property loaned to **you**; or
4. Personal property in the care, custody, or control of any Insured;

M. Any **claim** or **suit** based upon or arising out of nuclear reaction, radiation or contamination, under any circumstances and regardless of cause;

N. Any **claim** or **suit** based upon or arising out of the manufacture, mining, use, sale, installation, removal, distribution of, or exposure to asbestos, materials or products containing asbestos, or asbestos fibers or dust, or any obligation of any **Insured** to indemnify any party for damages or **defense expenses** arising out of such liability;

O. Any **claim** or **suit** brought under any other Coverage Part or Policy issued by **us**, other than such insurance written specifically as excess insurance to this Policy.

P. The rendering of, or failure to render, professional services by an attorney, a member of the medical profession, or the clergy while acting in the scope of their professional duties; or

Q. The ownership, maintenance, use, operation, **loading** or **unloading**, or entrustment to others of any aircraft, **auto**, or watercraft:

1. Owned, operated by, rented, or loaned to any Insured; or
2. Operated by any person on behalf of or in the course of employment by an Insured.

However, this exclusion does not apply to the ownership, maintenance, use of any motorized land vehicle not licensed for use on public roads.

SECTION VI. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most **we** will pay regardless of the number of:

1. Insureds;
2. Claimants, **claims** made, or **suits** brought; or
3. Persons or organizations making **claims** or bringing **suits**.

B. The Aggregate Limit shown in the Declarations is the most **we** will pay for all damages and **defenseexpenses** arising out of all **wrongful acts** under this Policy.

C. Subject to Paragraph **B.** above, the Each Wrongful Act Limit is the most **we** will pay for all damages and **defense expenses** arising out of a single **wrongful act.**

All **wrongful acts** arising out of a common nexus of facts or circumstances or arising out of related or interrelated **wrongful acts** shall be deemed to be a single **wrongful act** and such **wrongful act** shall be deemed to have occurred when the first of such **wrongful acts** occurs.

D. **Defense expenses** are included within and reduce the applicable Limit of Insurance.

SECTION VII. DEDUCTIBLE

A. **You** shall be responsible for the deductible amount shown in the Declarations. Expenses including **defense expenses** that **we** incur in investigating and defending **claims** or **suits** are included in the deductible. The deductible applies to each and every **wrongful act** and **you** may not insured against it.

B. **We** may advance payment of part or all of the Deductible amount and upon notification of such payment made, **you** must promptly reimburse **us** for the Deductible amounts **us** advanced by **us.**

SECTION VIII. CONDITIONS

A. DUTIES IN THE EVENT OF A WRONGFUL ACT, CLAIM OR SUIT

1. If, during the **policy period,** a **wrongful act** occurs which **you** reasonably believe may give rise to a **claim** or **suit** for which coverage may be provided, **you** shall, during the **policy period,** give written notice to **us.** Such written notice shall contain:
   a. A description of the alleged **wrongful act;**
   b. The identity of the person(s) alleging the **wrongful act;**
   c. The identity of the Insured(s) who allegedly were involved in the **wrongful act;** and
   d. The date the alleged **wrongful act** took place.
2. If a **claim** is made or **suit** is brought against any Insured, **you** shall:
   a. Immediately record the specifics of the **claim** and the date received, and
   b. Notify **us** as soon as practicable.

   You shall see to it that **we** receive written notice of this **claim** or **suit** as soon as practicable.
3. **You** and any other Insured shall:
   a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with any **claim** or **suit,**
   b. Authorize **us** to obtain records and other information,
   c. Cooperate with **us** in the investigation, settlement, or defense of the **claim** or **suit,** and
   d. Assist **us,** upon **our** request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
4. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense.

B. RIGHT AND DUTIES OF THE LAW ENFORCEMENT AGENCY

You agree that when there is more than one person or entity covered under this Policy, the first Named Insured in the Declarations shall act on behalf of all Insureds as to:

1. Giving and receiving notice of cancellation;

2. Payment of premiums and receipt of return premiums; or

3. Acceptance of any endorsements to this Policy.

C. LAWSUITS AGAINST US

1. No one can sue **us** to recover under this Policy unless all of the terms have been met.

2. A person or organization may sue **us** to recover up to the Limits of Insurance under this Policy only after **your** liability has been decided by:

   a. Trial, after which a final judgment has been entered; or

   b. A written settlement agreement signed by **you**, **us**, and the party making the **claim**.

D. BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this Policy.

E. CHANGES

The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with **our** written consent. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

F. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit **your** books and records as they relate to this Policy at any time during the **policy period** and up to three years afterward.

G. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspection and surveys at any time;

2. Give **you** reports on the conditions **we** find; and

3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **we** do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards.

This condition applies not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendation on **our** behalf.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this Policy may not be transferred without **our** written consent.

If **you** are declared legally bankrupt, **your** rights and duties shall be transferred to **your** legal representative, but only while acting within the scope of his duties as **your** legal representative.

I. OTHER INSURANCE

This insurance shall be excess over any other insurance whether provided on a primary, excess, contingent, or any other basis, unless specifically written to be excess of this Policy.

J. MULTIPLE POLICIES

1. Two or more policies may be issued by **us** or other member companies of American International Group, Inc. These policies may provide coverage for:

a. **Claims** or **suits** arising from the same or related **wrongful act**; for

b. Persons or organization covered is those policies that are jointly and severally liable.

2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such policies.

In addition, the total amount payable under all such policies is the highest applicable Limit of Insurance among all such policies.

K. REPRESENTATIONS

1. By accepting this Policy, **you** agree that the statements in the Application and Declarations are true, and that they are **your** agreements and representations; and

2. **You** agree that this Policy is issued in reliance upon the truth of those representations.

This Policy is voidable by **us** in any case of fraud, intentional concealment, or misrepresentation of a material fact by **you.**

L. GOVERNMENTAL IMMUNITY

As a public institution, **you** may be entitled to governmental immunity. This Policy shall not constitute a waiver of any Governmental Immunity to which **you** are entitled.

M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If an Insured has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us.** The Insured shall do nothing after loss to impair them. At **our** request, the Insured shall bring **suit** or transfer those rights to **us** and help **us** enforce them.

N. PREMIUM AUDIT

1. **We** shall compute all premiums for the Policy in accordance with **our** rules and rates.

2. If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premiums may be required for any additional exposure and/or Insureds.

3. The Premium shown in Item 5. of the Declarations as the Advance Premium is a deposit premium only. If the policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, the first Named Insured will pay the difference to **us** due and payable upon notice. Subject to the Annual Minimum Premium shown in Item 5. of the Declarations, if the earned premium is less than the Total Advance Premium, **we** will return the difference to the first Named Insured.

4. **You** shall keep records of the information **we** need for premium computation and send **us** copies at such times as **we** may request.

O. SERVICE OF SUIT

In the event of **our** failure to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such **suit** may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts, 02110 or his or her representative, and that in any **suit** instituted against **us** upon this policy, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, **we** hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in

office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

P. ARBITRATION

Notwithstanding the Service of Suit clause above, in the event of a disagreement as to the interpretation of this policy (except with regard to whether this policy is void or voidable), it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, the selection of the umpire shall be submitted to the Judicial Arbitration and Mediation Services (hereinafter, "JAMS"). The umpire shall be selected in accordance with Rule 15 (as may be amended from time to time) of the JAMS Comprehensive Arbitration Rules and Procedures for the selection of a sole arbitrator.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration.

The arbitration proceeding shall take place in the vicinity of the first Named Insured's mailing address as shown in the Declarations or such other place as may be mutually agreed by the first Named Insured and us. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the JAMS Comprehensive Arbitration Rules and Procedures.

SECTION IX. CANCELLATION

A. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

B. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.

C. We shall mail or deliver our notice to the first Named Insured's last mailing address known to us.

D. Notice of cancellation shall state the effective date of cancellation. This policy period shall end on that date.

E. If this Policy is canceled, we shall send the first Named Insured any premium refund due. If we cancel, the refund shall be pro rata. If the first Named Insured cancels, the refund will be short rate, subject to the Minimum Earned Premium. The cancellation shall be effective even if we have not made or offered a refund.

F. If notice is mailed, proof of mailing shall be sufficient proof of notice.

IN WITNESS WHEREOF, the Insurance Company identified on the Declarations has caused this policy to be signed by its President, Secretary and a duly authorized representative of the Insurance Company.

Andrew N. Holland
Secretary

President

ENDORSEMENT # 001

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

COVERAGE TERRITORY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided by the policy:

If coverage for a claim or suit under this policy is in violation of any United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim or suit shall be null and void.

All other terms and conditions of the policy remain the same.

David Bressler

Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 002

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

PATROL® ACCESS ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The Insurer provides the Named Insured with access during the policy period to AIG Consultants, Inc.'s Planning and Tracking Response Online (PATROL®) Program through PATROL's® website (https://www.aigpatrol.com). The PATROL® Program is a crisis management solution that provides the Named Insured with access to a global network of leading providers of crisis preparation and response services. The Named Insured can view online information about each service provider including company description, brochures, links, white papers, and press releases as well as complete and submit an online Request for Proposal (RFP) or a Work Order for Services. If the service providers response meets the Named Insured's criteria then the two companies can enter into an agreement for services.

The following services provider categories are available through PATROL®: Business Continuity/Disaster Recovery Planning, Workplace Violence, Public Relations, Employee Inventory, Threat & Vulnerability Assessment, Incident/Evacuation Drills, Incident Command, Sabotage & Terrorism, Chemical/ Bioterrorism, Insurance Products, Event Management Software, Pollution, Kidnap & Ransom, Background Checks, Natural Disasters, Medical/Political Evacuation, Cyberterrorism, Executive/VIP Protection, Investigations, Physical Security, and Business Intelligence.

The above referenced services are provided at no cost to the Named Insured and no premium has been allocated for these services. As such, the Insurer reserves the right to change or discontinue these services at the Insurer's sole discretion and without notice to the Named Insured.

All other terms and conditions of the policy remain the same.

David Brennan

Authorized Representative OR Countersignature (in states where applicable)

ENDORSEMENT # 003

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

WHO IS AN INSURED AMENDMENT

It is understood and agreed that SECTION III. WHO IS AN INSURED is deleted in its entirety and replaced with the following:

A. You are in insured;

B. Each of the following is also an insured, but only while acting within the scope of their employment for you:

1. Your law enforcement officers and, in the event of their death, incapacity or bankruptcy, their heirs, executors, administrators, assigns, and legal representative; and

2. All other employees, auxiliary personnel, reserves of your law enforcement agency, emergency medical services personnel and/or firefighters for situations where protestors need to be extracted from protest situations.

C. Volunteers authorized by you to perform limited law enforcement functions, but only while acting within the scope of their duties for you; and

D. The political entity or subdivision of which your law enforcement agency is a part of, a department of or a bureau of and its public officials, provided that, the political entity or subdivision is legally constituted at the inception of this Policy and only for their vicarious liability.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT # 004

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

MINIMUM EARNED PREMIUM

It is understood and agreed that in the event of cancellation of this policy by or at the direction of the Insured, the Company shall retain a Minimum Earned Premium of $1,500,000.00

It is further agreed that the provision regarding cancellation by the Insured is amended to read:

"If the Insured cancels this policy, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".

David Brennan

Authorized Representative OR
Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 005

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The following condition is added to the policy:

If this insurance and any other insurance issued to you by us or any member company of Chartis Insurance Group apply to the same incident, act, offense, claim, suit, or occurrence, whichever is applicable, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy.

However, this condition does not apply to any other insurance issued to you by us or any member company of Chartis Insurance Group which is specifically intended to be either primary to or in excess of the policy to which this endorsement is attached.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 006

This endorsement, effective ~~12:01 AM~~ 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

MEDICAL AND FIREFIGHTING SERVICES EXCLUSION

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability of the Insured arising out of the rendering or failure to render "Medical Services" or "Firefighting Services" by any employee of the Insured or any independent contractor who has entered into a contractual agreement with the Insured.

For the purposes of this endorsement, "Medical Services" shall mean:

a) medical, surgical, dental or nursing treatment to such person or the person inflicting the injury including the furnishing of food or beverages in connection therewith;

b) furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances if the injury occurs after the Named Insured has relinquished possession thereof to others;

c) handling of or performing post-mortem examination on human bodies; or

d) services by any person as a member of a formal accreditation or similar professional board or committee of the Named Insured, or as a person charged with the duty of executing directives of any such board or committee.

For the purposes of this endorsement, "Firefighting Services" shall mean

a) Emergency medical services, as emergency medical technicians or as licensed paramedics, staffing ambulances.
b) Hazardous materials mitigation (HAZMAT)
c) Heavy rescue
d) Search and rescue
e) Community disaster support
f) Aircraft/airport rescue
g) Wildland fire suppression
h) Shipboard and military fire and rescue
i) Tactical paramedic support ("SWAT medics")

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR Countersignature (in states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

NAMED INSURED AMENDMENT

In consideration of the premium charged, it is understood and agreed that Item 1 of the Policy Declarations -- Named Insured -- is amended to read as follows:

City Of Pittsburgh
Any Other Agency Engaged To Provide Law Enforcement Services Under An Intergovernmental Agreement For The G20 Summit, Or Similar Agreement

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 008

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

APPROVED COUNSEL ENDORSEMENT

It is understood and agreed that approved counsel is

1. Ciprianai & Werner
2. Margolis Edelstein
3. Marshall Dennehey
4. Swartz & Campbell

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Bressler

Authorized Representative OR Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

SPECIFIED EVENT ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that this policy shall apply to Law Enforcement activities in connection with the G20 SUMMIT occurring between 9/19/2009 and 9/27/2009

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 010

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

UNINTENTIONAL ERRORS OR OMISSIONS ENDORSEMENT

No inadvertent error, omission or failure in making reports or providing other data hereunder shall prejudice the Insured's right of recovery, but shall be corrected as soon as practical when brought to the attention of the individual responsible for insurance matters. It is further understood and agreed that any error in name or description of locations, disclosure of hazards, or values of projects covered or to be covered by this policy shall not invalidate or reduce the policy limit of liability, or otherwise prejudice any recovery under this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 011

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

It is agreed that knowledge of an occurrence by an agent, servant or employee of the Insured shall not in itself constitute knowledge by the Insured. Knowledge is understood to occur only when the individual responsible for insurance matters has received notice from its agent, servant or employee. This agreement shall be applicable to all policy conditions relating to the Insured's duties in the event of occurrence, claim or suit.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

LEXDOC021
LX0404

David Bressler

Authorized Representative OR Countersignature (in states where applicable)

ENDORSEMENT # 012

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

NOTICE OF OCCURRENCE ENDORSEMENT

The Insured shall report to the Insurer every loss or damage which may become a claim under this insurance as soon as may be practicable after it becomes known to the individual responsible for insurance matters

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

David Brennan

Authorized Representative OR
Countersignature (In states where applicable)

LEXDOC021
LX0404

ENDORSEMENT # 013

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

CONSENT TO SETTLEMENT

It is understood and agreed that SECTION IV. DEFENSE COSTS, CHARGES AND EXPENSES, Paragraph B is deleted in entirety and replaced with the following:

b. **We** have the right to investigate and settle any **claim we** believe is proper. However **we** will not settle or compromise any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to a settlement or compromise recommended by us and elects to contest such **Claim** or continue legal proceedings in connection with such **Claim**, then our liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus claim expenses incurred up to the date of such refusal subject to the applicable limit of liability under this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

LEXDOC021
LX0404

David Brennan
Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 014

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

DELETION OF OTHER INSURANCE CLAUSE

It is understood and agreed that **SECTION VIII. CONDITIONS** , Paragraph I. is deleted in its entirety

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

LEXDOC021
LX0404

David Brennan
Authorized Representative OR
Countersignature (In states where applicable)

52

ENDORSEMENT # 015

This endorsement, effective 12:01 AM 09/19/2009

Forms a part of policy no.: 066823525

Issued to: CITY OF PITTSBURGH

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following is added to this policy as an Additional Insured, but solely as respects to professional services performed for or by the Named Insured and otherwise covered by this policy:

1. Allegheny County HazMat teams; and
2. Allegheny County Manager.

All other terms, conditions and exclusions remain unchanged.

LEXDOC021
LX0404

David Buesseler
Authorized Representative OR Countersignature (In states where applicable)

T5
Revised

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC SAFETY
PITTSBURGH SUMMIT – G-20

TRAVEL REIMBURSEMENT REQUEST

NAME OF AGENCY: Miami-Dade Police Department
ADDRESS: 9105 NW 25 Street
Miami, FL 33172

CONTACT PERSON: Lieutenant Ed Caneva
Phone No. Office: 305-468-1250 Cell: 786-412-9516

DATE ARRIVING IN PITTSBURGH: Tuesday, September 22, 2009 No earlier than 9/22/09
DATE LEAVING PITTSBURGH: Saturday, September 26, 2009 No later than 9/26/09

** reimbursements shall be limited to the items listed in this exhibit*

A. PERSONNEL

Number of Personnel	Rank	Overtime Hourly Rate	Number of Hours	Cost Per Rank	
5	Lieutenant	96.98	16.00	7,758.40	
3	Sergeant	82.81	16.00	10,599.68	
49	Officer	64.54	16.00	50,589.36	
1	Logistic Lieutenant	96.98	56.00	5,490.88	
5	Logistic Officer	64.54	56.00	18,071.20	
1	Captain			0.00	
1	Videographer			0.00	$ 92,459.52

B. TRANSPORTATION

A) Grp 1 AIR $ 290.41 X 42 = $ 12,157.22
A) Grp2 AIR $ 439.55 X 22 = $ 9,670.10
Roundtrip Airfare x No. of Personnel — BOOK AIRFARES IN ADVANCE FOR REDUCED RATES!

2) Baggage Fee - $ $20.00 X 64 Bags $1,280.00

3) AIRPORT GROUND TRANSPORTATION - ____ + ____ = $ -

4) OTHER GROUND TRANSPORTATION (TAXI, RENTAL CAR, BUS) ≈ 2 vehs. $ 1,993.75

5) PARKING AT AIRPORT $ -

B) PERSONAL VEHICLE
ROUND TRIP REIMBURSEMENT $ 0.55 X ____ MILEAGE MILES $ -

C) MOTORPOOL VEHICLE
GASOLINE =MILEAGE 2400 X 3 Veh. $ 2,080.00

D TOLLS $ -

D) BUS/VAN FEE ____ X ____ = $ -

Signature _____ TOTAL $ 119,080.50

☐ Approved _____ Date: 9/11/09
Michael H. Huss, Public Safety Director

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC SAFETY
PITTSBURGH SUMMIT – G-20

TRAVEL REIMBURSEMENT REQUEST

NAME OF AGENCY: Miami-Dade Police Department
ADDRESS: 9105 NW 25 Street, Miami, Fl. 33172

CONTACT PERSON: Lieutenant Ed Zoneva
Phone No. Office: 305-468-125[illegible] Cell: 786-412-9516

DATE ARRIVING IN PITTSBURGH: Tuesday, September 22, 2009 **No earlier than 9/22/09**
DATE LEAVING PITTSBURGH: Saturday, September 26, 2009 **No later than 9/26/09**

** reimbursements shall be limited to the items listed in this exhibit*

A. PERSONNEL

Number of Personnel	Rank	Regular Duty Hourly Rate	Number of Hours	Cost Per Rank	
5	Lieutenant	45.00	40.00	$9,000	
8	Sergeant	40.00	40.00	$12,800	
49	Officer	31.00	40.00	$60,760	
1	Logistic Lieutenant	45.00	40.00	$1,800	
5	Logistic Officer	31.00	40.00	$6,200	
1	Captain	45.00	40.00	$2,400	
1	Videographer	39.00	40.00	$1,500	$95,000

B. TRANSPORTATION

A) 1) AIR $ _____ X _____ = $ -
Roundtrip Airfare x No. of Personnel — BOOK AIRFARES IN ADVANCE FOR REDUCED RATES!

2) Baggage Fee - $ _____ X _____ Bags -

3) AIRPORT GROUND TRANSPORTATION - _____ + _____ = $ -

4) OTHER GROUND TRANSPORTATION (TAXI, RENTAL CAR, BUS) = $ -

5) PARKING AT AIRPORT $ -

B) PERSONAL VEHICLE
ROUND TRIP REIMBURSEMENT $ _____ X _____ MILEAGE MILES $ -

C) MOTORPOOL VEHICLE
GASOLINE =MILEAGE _____ ÷ 11.5 X _____ $ -

D TOLLS $ -

D) BUS/VAN FEE _____ X _____ = $ -

Signature _____ TOTAL $ 95,000

☑ Approved 2140 hrs Date: 9/19/9
Michael H. Huss, Public Safety Director

55