



DEPARTMENT OF INNOVATION AND TECHNOLOGY  
CITY OF CHICAGO

April 10, 2018

Mr. Kenneth C. Griffin  
Citadel Investment Group, LLC  
131 South Dearborn Street  
Chicago, Illinois 60603

Re: Representation Letter

Dear Mr. Griffin:

The City is aware that, pursuant to a letter dated April 10, 2018, Kenneth C. Griffin ("Mr. Griffin"), a donor to Fidelity Charitable, recommended that Fidelity Charitable make a grant to The University of Chicago (the "University") of ten million dollars (\$10,000,000) (the "Grant") to support the University's Crime Lab (the "Crime Lab") in assisting and furthering several important violent crime reduction initiatives (the "Initiatives") that are now being undertaken by the City's Police Department ("CPD").

The City is aware that, with the support of the Grant, the Crime Lab's involvement in the Initiatives will include (subject to the availability of funds to be appropriated by the City):

Strategic Decision Support Centers ("SDSCs"). The Crime Lab will be enabled to collaborate with the CPD to provide, among other things, up to 13 Crime Lab analysts, 3 research managers and a program manager, and related support, for the SDSC programs through calendar year 2019; in this regard, the City will defray all current, recurring and other costs associated with operating the SDSCs through calendar year 2019, including hiring a full cadre of CPD employed analysts to manage 13 fully operational SDSCs; and

Technology & Tools. The Crime Lab will be enabled to collaborate with the CPD to expand the CPD's analytics framework, prioritizing the data gathering display and analytic power of the core crime management system, CompStat, and to integrate the information from the SDSCs, including, but not limited to (i) reducing the number of hours of manual work required to assimilate information from multiple CPD systems, (ii) promoting development of PowerPoint presentations with charts, graphs and tables more efficiently, (iii) powering an advance in the SDSCs by delivering and sharing actionable data from CPD's headquarters and districts with SDSC analysts, and (iv) improving coordination among all of CPD's data platforms; and

Officer Support and Intervention. The Crime Lab will be enabled to collaborate with the CPD to enhance CPD's existing tools for providing ongoing mental and physical support for CPD officers, including but not limited to an Early Intervention System ("EIS") and officer wellness

programming, improved physical training facilities and fitness classes, in-district community building (e.g., structured team building for CPD staff), and mental health resources (e.g., stress management and mindfulness classes); and

Innovation Fund. The Crime Lab will be enabled to collaborate with the CPD on projects designed to develop, test and implement new ideas to improve the CPD's work and relationship with the community, including developing rapid response evaluations of questions in the field and designing long-term intervention tests, which projects may be developed and managed with the assistance of external consultants, advisors and additional management.

The City is aware that the collaborations between the Crime Lab and the CPD in connection with the Initiatives will include the sharing of significant amounts of City data (the "Data"), and the City contemplates undertaking one or more separate data-sharing agreements with the University with respect to the Data.

The City hereby makes the following covenants and representations:

1. Authority. In consideration of the Grant, I, Danielle DuMerer, represent that I am authorized to sign this Representation Letter pursuant to Sec. 2-68-030(j) of the City's Municipal Code.
2. Additional Grants. The City agrees that it will use its reasonable best efforts to apply for local, state, federal and private grants and other benefits or services in furtherance of the Initiatives for a period of ten years following the execution of this letter.
3. Data-sharing and other Grant Agreements. The City anticipates entering into one or more data-sharing agreements with the University with respect to Data that is to be shared in connection with the Initiatives, and also entering into agreements (i) for subgranted funds from the University, or (ii) for in-kind donations of personnel or equipment or services from the University.
4. Cooperation on the Evaluation of Initiatives. Subject to compliance with applicable laws and regulations, the City will cooperate on requests from time to time by Mr. Griffin and/or Fidelity Charitable for assistance evaluating the Initiatives and the utilization by the Crime Lab of Grant funds in connection therewith, including but not limited to providing any records maintained by the City relating to the Grant.
5. Announcement. Upon the University's receipt of the Grant, the City agrees to participate in one or more news releases, the content of which is subject to review and advance approval by Mr. Griffin, the City and the University.
6. Responsibility, Indemnification and Waiver. Each SDSC will be located on property that will be owned, selected and maintained by the City. The City agrees that it will assume all responsibility (and Mr. Griffin, Fidelity Charitable and the University shall have no responsibility), at any time and from time to time and in any way at any stage in pursuit of the Initiatives following the execution of this Representation Letter, including but not limited to operating, maintaining, securing, repairing and monitoring each such SDSC under the same standards of care applicable to other CPD facilities to ensure that each SDSC will serve its intended purpose. The City will have sole responsibility for the use, maintenance, operation and security of the SDSCs and all

associated areas for the duration of the Initiatives, and the City agrees that none of Mr. Griffin, Fidelity Charitable or the University, or any agent, employee, heir, executor, insurer, lawyer, successor, or assign of Mr. Griffin, Fidelity Charitable and the University shall have any responsibility for the use, operation, maintenance or security of the SDSCs or any portion of the related property owned by the City for the duration of the Initiatives. Nothing herein contained shall be construed to give Mr. Griffin, Fidelity Charitable or the University any property interest in the SDSCs or any portion of the related property owned by the City. Moreover, nothing herein contained shall be construed to give Mr. Griffin, Fidelity Charitable or the University any control over the SDSCs or any portion of the related property owned by the City.

Notwithstanding anything herein to the contrary, the City agrees that Mr. Griffin and/or Fidelity Charitable shall not be solely, jointly or otherwise liable in any capacity under any circumstances related to the SDSCs or the Initiatives and the City shall fully indemnify, defend and hold Mr. Griffin and Fidelity Charitable and their respective agents, employees, heirs, executors, insurers, lawyers, successors, and assignees harmless (a) for the payment of all federal, state and local taxes, if and as applicable, associated with the Initiatives and the Grant; (b) from and against any and all claims of any nature arising from or relating to the Initiatives or use of any SDSC in any way for the duration of the Initiatives (including but not limited to a claim relating to any personal injury, property damage, activity, work or things done, or permitted by the City or any of its agents) or arising from or related to any acts or omissions, intentional or otherwise, of the City or any of the agents of the foregoing.

In the event that any action or proceeding is brought against Mr. Griffin and/or Fidelity Charitable and/or their respective agents, employees, heirs, executors, insurers, lawyers, successors and assigns by reason of any claim described in the preceding paragraph, the City shall defend the same at the City's sole expense by counsel satisfactory to and approved by Mr. Griffin (or his successor) or Fidelity Charitable (as the case may be). The City, as a material part of the consideration to Mr. Griffin, hereby assumes all risk of damage to property or injury to persons, or anything else that could give rise to liability, in, on or about the Initiatives or related to the use, safety or maintenance of the SDSCs, arising from any cause attributable to or directed against the City and the City hereby waives all claims in respect thereof against Mr. Griffin and/or Fidelity Charitable and/or their agents, employees, heirs, executors, insurers, lawyers, successors and assigns.

This paragraph 5 shall survive the expiration or termination of this Representation Letter and the expiration or termination of any obligation owing to any party under this Representation Letter.

7. City Council Approval. The City agrees to use its best efforts to prepare and provide any proposal or motion necessary and advocate for the City Council's approval of a letter, substantially in the form herein except that the signatory shall be \_\_\_\_\_, on behalf of the City. If approved by the City Council, the City shall deliver such letter no later than ten days after passage, but not later than June 2, 2018, which letter shall contain the indemnification provided in paragraph 6 from the City to Mr. Griffin.
8. Notices. Any notice, demand or request required under this Representation Letter must be given by the parties in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

To Mr. Griffin: Kenneth C. Griffin  
Citadel Investment Group, LLC  
131 South Dearborn Street  
Chicago, Illinois 60603

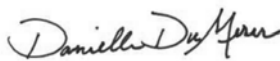
With a copy to: Camille Lu  
Loeb & Loeb LLP, Suite 2300  
321 N. Clark Street  
Chicago, IL 60654

To the City: Department of Innovation and Technology  
City of Chicago  
333 South State Street, Room 420  
Chicago, Illinois 60604  
Attention: Chief Information Officer

With a copy to: Office of the Corporation Counsel  
City of Chicago  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance & Economic Development Division

9. Binding Effect. The City's covenants and obligations under this letter shall be binding upon and enforceable against the City.
10. Severability. If any covenant or representation in this letter shall be found to be void or contrary to law, such covenant or representation shall be deemed to be severed from the other covenants and representations hereof, but only to the extent necessary to bring the remaining covenants and representations within the requirements of law, and the remainder of this letter shall be given effect as if the City had not included the severed covenant or representation. Notwithstanding the foregoing, the preceding sentence shall not apply to the indemnification provisions of paragraph 6.
11. Confidentiality. Subject to applicable law, the City will not disclose any information contained in this Representation Letter without the prior written consent of Mr. Griffin.
12. Governing Law. This Representation Letter shall be construed and enforced according to the laws of the State of Illinois without regard to its conflict of law provisions.

Yours very truly,



Danielle DuMerer, Chief Information Officer