

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## NOTICE

### PUBLIC AFFAIRS COMMITTEE

**Monday, October 25, 2021  
7:00 P.M. – Council Chambers**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Public Affairs Committee of September 27, 2021
3. Public Participation / Presentations
  - A. Healthy West Chicago Report
4. Items for Consent
  - A. Resolution No. 21-R-0094 – A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for an Axon Interview System.
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. West Chicago Police Department Monthly Report
  - B. Mexican Independence Day 2021 Final Report
9. Adjournment

## MINUTES

### PUBLIC AFFAIRS COMMITTEE

Monday September 27, 2021 7:05 P.M.

**1. Call to Order, Roll Call, and Establishment of a Quorum.**

Chairman Chassee called the meeting to order at 7:05pm. Roll Call found Alderman Brown, Hallett and Swiatek.

Alderman Short joined the meeting at 7:08pm

Alderman Birch Ferguson and Jakabcsin were not in attendance.

**2. Approval of Minutes.**

A. Public Affairs Committee Minutes of August 30, 2021. Alderman Hallett made a motion, seconded by Alderman Brown to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Chairman Chassee, Alderman Brown, Hallett and Swiatek. Voting Nay: 0. Motion carried.

**3. Public Participation / Presentations.**

**4. Items for Consent.**

A. Resolution No. 21-R-0082 – A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for TASERS.- Alderman Swiatek made a motion, seconded by Alderman Brown to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett and Swiatek. Voting Nay: 0. Motion carried.

B. Resolution No. 21-R-0084 – A Resolution approving the purchase of an Apex Officer Training Simulator from GOVERED Technology, Inc. - Alderman Swiatek made a motion, seconded by Alderman Brown to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett and Swiatek. Voting Nay: 0. Motion carried.

C. Frosty Fest - Alderman Swiatek made a motion, seconded by Alderman Brown to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett and Swiatek. Voting Nay: 0. Motion carried.

D. Frosty 5K Run - Alderman Swiatek made a motion, seconded by Alderman Brown to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett and Swiatek. Voting Nay: 0. Motion carried.

5. **Items for Discussion.**

6. **Unfinished Business.**

7. **New Business.**

8. **Reports from Staff.**

A. West Chicago Police Department Monthly Report.

9. **Adjournment.** Alderman Swiatek made a motion to adjourn, seconded by Alderman Birch Hallett. The motion was approved by voice vote, and the meeting adjourned at approximately 7:25pm.

Respectfully submitted,

*Yahaira Bautista*

Administrative Assistant to Chief of Police  
West Chicago Police Department

# Year-End Report July 2020-June 2021



Since its start in 2015, Healthy West Chicago has been a ground-breaking collaboration among community organizations committed to improving the health of West Chicagoans. Our mission is to ensure that all residents of West Chicago will have access to an optimal state of health and wellness.

**Objective 1:** Increased knowledge of nutrition and cooking healthy meals and snacks.

**Objective 2:** Availability of healthy foods to include locally grown products.

NUTRITION/HEALTHY EATING

## VIRTUAL NUTRITION EDUCATION

Community  
Participation

302

School Based  
Participation

272\*

\* Programming for 229 Students  
Supplemented by District 33 or WeGo  
Together for Kids Funding



## GARDEN PROJECT

24

NEW GARDEN BEDS  
INSTALLED &  
NEW COMMUNITY  
GARDEN



PHYSICAL ACTIVITY

**Objective 1:** Increase the availability of opportunities for physical activity that are affordable and accessible throughout the community.

**Objective 2:** Increase the knowledge of residents about the availability and importance of physical activity opportunities.

Community  
Participation

675

Partners

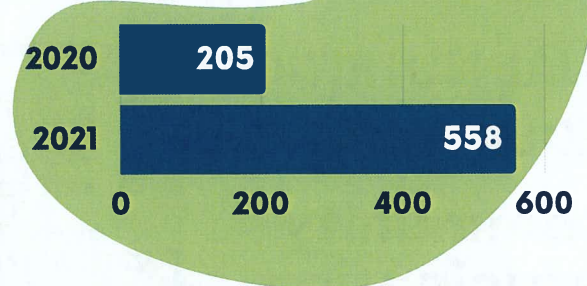
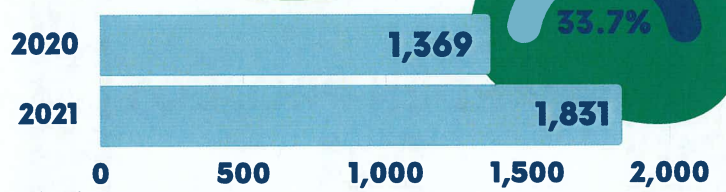
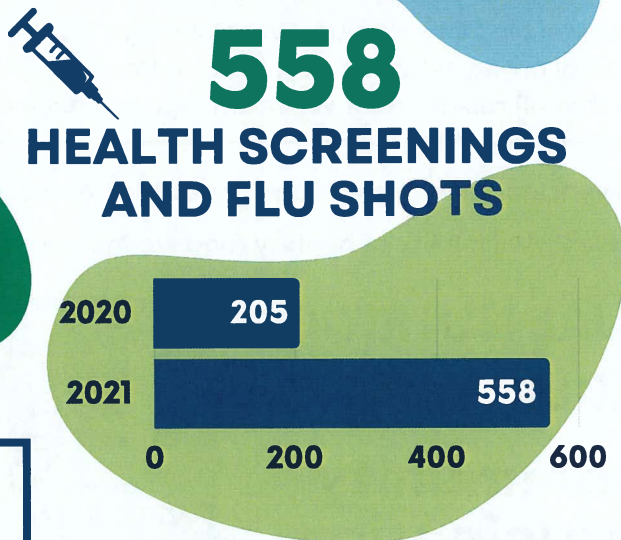
12



“ Personally, I can say that the Cooking at Home with Healthy West Chicago classes have had a terrific positive impact on my home cooking! Love it - keep up this great work! And please know that it has changed my food life!  
-Community Member ”







“Healthy West Chicago is an organization that truly cares for our community. Their unique approach brings community members together by offering consistent hands-on opportunities to improve our health. HWC encourages community members of all ages to value their overall health. Their non-judgmental and "doing this together" approach has really made a difference in our family's lives.  
-Community Member”



- INITIATIVES**
- Virtual Live Grocery Tours
  - Food Distribution Assistance
  - Virtual Nutrition Demonstrations
  - Virtual Cook Along Cooking Classes with Food Kits
  - Grocery Gift Cards
  - In-Person Yoga Classes
  - In-Person & Virtual 5K
  - MWTM Walks
  - Wellness Challenge App
  - Virtual Kids Cooking Clubs with Food
  - Virtual Family Cooking Clubs with Food
  - Community Garden Build
  - Flu Shot Clinics

- FUNDERS**
- City of West Chicago
  - WeGo Together for Kids
  - Republic Bank of Chicago\*
  - School District 33\*
  - Jacobs Engineering Group\*
  - West Chicago Public Library District
  - DuPage County
  - National Forum for Heart Disease & Stroke
  - Stroke Prevention
  - West Chicago Parks Foundation\*
  - Haggerty Ford\*
  - Hawthorne's Backyard\*
- \* Denotes grant-based or program specific funding

**ADVISORY BOARD**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>People Made Visible</li> <li>Mexican Cultural Center</li> <li>American Heart Association</li> <li>West Chicago Community High School District 94</li> <li>West Chicago Public Library District</li> <li>Western DuPage Chamber of Commerce</li> </ul> | <ul style="list-style-type: none"> <li>Northwestern Medicine</li> <li>City of West Chicago</li> <li>WeGo Together for Kids</li> <li>West Chicago Elementary School District 33</li> <li>DuPage County Health Department</li> <li>West Chicago Park District</li> <li>Community Member at Large</li> </ul> |
|--|---|

**NEW FUNDERS**

- Ball Horticultural
- OSI Industries
- DS Containers



# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:** Resolution No. 21-R-0094

A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for an Axon Interview System.

**AGENDA ITEM NUMBER:** 4. A.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** October 25, 2021

**COUNCIL AGENDA DATE:** November 1, 2021

**STAFF REVIEW:** Colin Fleury, Chief of Police

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

### ITEM SUMMARY:

The Police Station currently has three video/audio monitored interview rooms. Our existing camera system from Current Technologies has had numerous issues throughout the years such as interviews not recording, Interviewers not realizing audio was not captured until after the interview concluded, data files not capable of being downloaded to redaction software, and inoperable system monitors. Additionally, staff must use a separate software platform or create DVD copies to transfer interview files in response to subpoenas. The existing camera system is neither under warranty nor is a service contract in place. To provide a reliable interview recording system for the Interview Rooms and booking area, City staff are looking to purchase a camera system from Axon Enterprises, Inc. (hereafter, Axon).

The Axon Interview System comes with several upgrades and advantages that the existing system does not provide. Department staff currently use Axon Body Worn Cameras, In-car Cameras, and TASERS, which provide the personnel with one easy-to-use technology platform. This allows all officer-generated recordings to be synced to one platform for easy access. The system will allow for easy playback and downloading to Axon's redaction software, giving Department staff the ability to complete FOIA requests in a more efficient and timely manner. Axon also provides unlimited data storage on Axon servers and allows for web links to be sent from one platform in answer to subpoena and FOIA requests. Each Interview Room equipped with an Axon Interview camera comes with a touch screen panel installed outside. The touch screen panel allows officers the ability to start and stop the recording and turn off audio for privileged conversations. Department and State's Attorney's staff will have the ability to view the interview live from either a computer or mobile device using a case-specific link created by investigators. As an added measure to protect against recordings being lost due to technical problems, the interview is initially saved in real-time to a dedicated server installed on site. At the completion of the interview, the entire data file is uploaded to Axon's secure Cloud storage.

Five rooms in the Station will be outfitted with Axon Interview cameras with three being in dedicated Interview Rooms, one in the Chief's Conference room which is also used for interviews, and one in the Booking Room of the Station. The Booking Room is used for the intake of prisoners, processing of DUI arrests to include the collection of breath samples, suspect interviews, and other important officer and arrestee interactions that take place. Jail recordings are mandatory and are subject to both FOIA and subpoena requests. As with the Interview Rooms, this footage will be saved in a format that allows staff to use the existing Axon redaction software and file-sharing platform.

This purchasing agreement includes all hardware, software, licensing, server maintenance, and system installation and includes a five-year warranty.

Staff is requesting to enter into a Master Services and Purchasing Agreement with Axon for the purchase and use of Axon products and services associated with five cameras for an amount not to exceed \$83,502.50 (payable over five years, with an annual payment of \$16,700.50). This proposed purchase will be made using money from the Drug Asset Forfeiture Fund, which is a restricted fund from which only eligible equipment purchases may be made.

## CITY OF WEST CHICAGO

No personal benefit, non-police-related capital, or other routine operating expenses may be paid from the Drug Asset Forfeiture Fund.

The Axon Camera system is a Sole Source purchase, due to Axon's Camera system's ability to be integrated with all the current Axon system/products the Police Department currently uses, such as the Body Worn Cameras, in-car cameras, Redaction assistance software, and TASER 7.

Please see the attached Quote and Master Services and Purchasing Agreement for further information.

### **ACTIONS PROPOSED:**

Staff recommends that the City Council waive competitive bids for this sole source purchase and approve Resolution No. 21-R-0094.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 21-R-0094**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
CONTRACT WITH AXON ENTERPRISES, INC.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain contract between Axon Enterprises, Inc. (purchase of the Axon Interview Camera system) and the City of West Chicago, a copy of which is attached hereto as Exhibit "A."

APPROVED this 1<sup>st</sup> day of November 2021.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-343782-44480.940KU**

Issued: 10/11/2021

**Quote Expiration: 11/15/2021**

EST Contract Start Date: 12/01/2021

Account Number: 115576

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-325 Spencer St 325 Spencer St West Chicago, IL 60185-3154 USA	West Chicago Police Department - IL  325 Spencer St West Chicago, IL 60185-3154 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Keith Utter  Phone: Email: kutter@axon.com Fax:	Phone: (630) 293-2222 Email: cfleury@westchicago.org Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$83,502.51</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$83,502.51</b>

Bundle Savings	\$11,570.74
Additional Savings	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$11,570.74</b>

PAYMENT PLAN			
PLAN NAME		INVOICE DATE	AMOUNT DUE
Year 1		Nov, 2021	\$16,700.50
Year 2		Nov, 2022	\$16,700.50
Year 3		Nov, 2023	\$16,700.50
Year 4		Nov, 2024	\$16,700.50
Year 5		Nov, 2025	\$16,700.50

## Quote Details

### Bundle Summary

Item	Description	QTY
IR1CA	Interview Room 1 Camera Advanced	5
DynamicBundle	Dynamic Bundle	1

### Bundle: Interview Room 1 Camera Advanced    Quantity: 5    Start: 12/1/2021    End: 11/30/2026    Total: 78540.01 USD

Category	Item	Description	QTY
Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	5
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1
Port Switches	50124	24-PORT POE SWITCH	1
Installation	85170	INTERVIEW ROOM, INSTALL AND SETUP	5
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	5
Client Software	50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	5
Touch Panel Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	5
Hardware	50127	TOUCH PANEL	5
Wall Mount	74056	WALL MOUNT	5
Servers	50294	LITE SERVER	2
License	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2

### Bundle: Dynamic Bundle    Quantity: 1    Start: 12/1/2021    End: 11/30/2026    Total: 4962.5 USD

Category	Item	Description	QTY
Other	50298	AXIS P3245-LV NETWORK CAMERA	5
Other	50118	LOUROE MICROPHONE	5

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

10/11/2021





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SCOTTSDALE, ARIZONA 85255

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December 17, 2020

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

### **Axon Digital Evidence Solution Description**

#### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

#### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

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<sup>1</sup> Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure





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- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors



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- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.



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- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

#### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.



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### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023





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- MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
- Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538
  - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

### Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p style="text-align: center;"><b>Axon Enterprise, Inc.</b>            17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255            Phone: 480-905-2000 or 800-978-2737            Fax: 480-991-0791</p>	<p style="text-align: center;"><b>Axon Enterprise, Inc.</b>            17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255            Phone: 480-905-2000 or 800-978-2737            Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

—  
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A handwritten signature in black ink, appearing to read 'Josh Isner'.

**Josh Isner**  
**Chief Revenue Officer**  
**Axon Enterprise, Inc.**

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, iOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoen is a trademark of Shoen Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Evidence, Axon Flex, Axon InterviewFleet, X2, X26, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2020 Axon Enterprise, Inc.



## Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.





## Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



## Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 General.

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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Axon Cloud Services Terms of Use Appendix

- 1 **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Title: Master Services and Purchasing Agreement between Axon and Agency





## Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.  
  
Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Title: Master Services and Purchasing Agreement between Axon and Agency





## Master Services and Purchasing Agreement

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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**Axon Customer Experience Improvement Program Appendix**

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “**ACEIP Purposes**”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

**1.1 ACEIP Tier 1.**

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



## Master Services and Purchasing Agreement

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

**1.1.2. Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

**1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



# WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



**SEPTEMBER 2021**

Colin Fleury, Chief of Police

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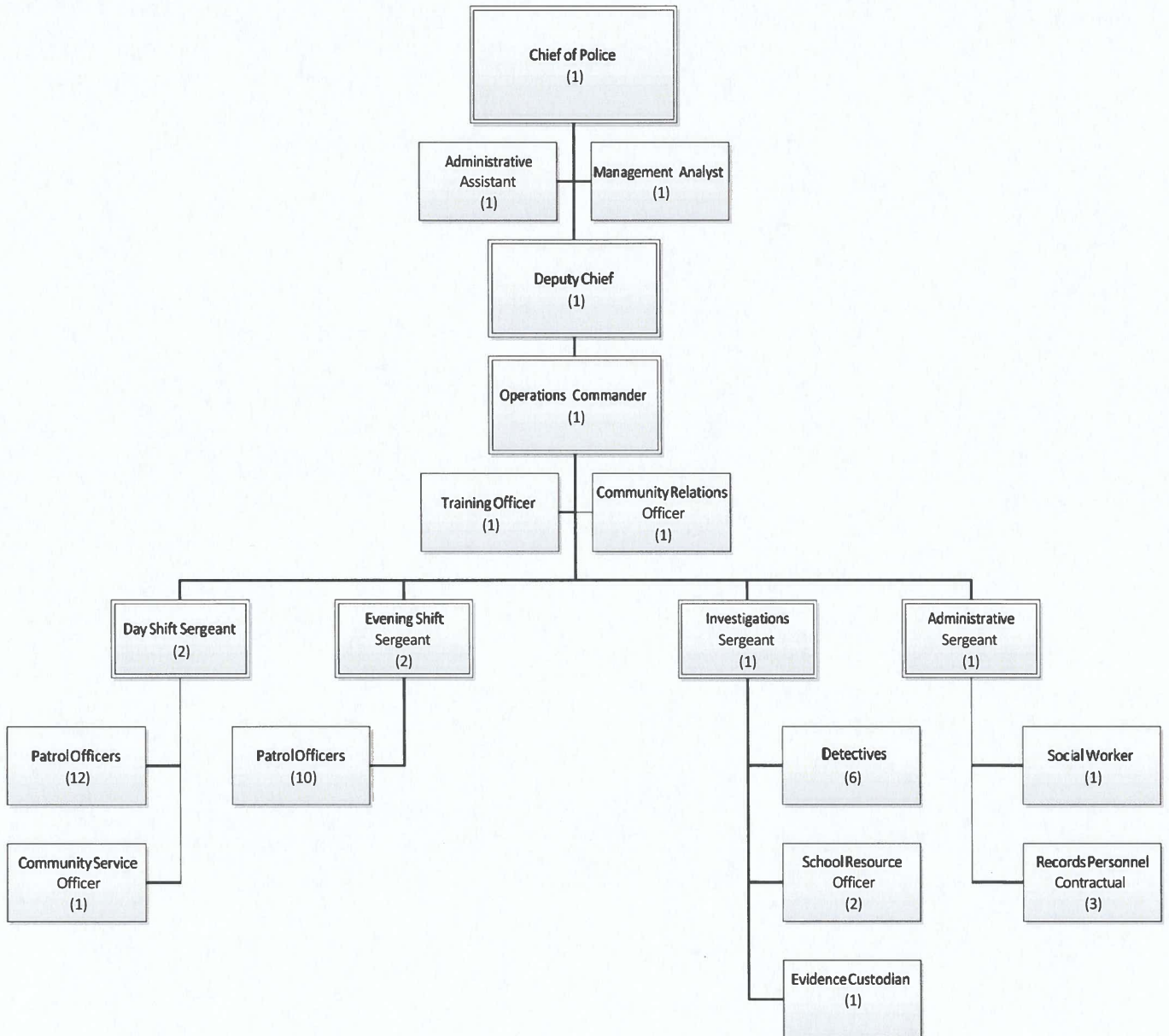


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# Organizational Chart

## West Chicago Police Department



## **Department Overview**

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three divisions in the Police Department: the Office of the Chief of Police, the Operations Division and the Support Services Division.

The primary responsibility of the Office of the Chief of Police is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Chief of Police, the Management Analyst and the Administrative Assistant.

The Operations Division consists of Uniformed Patrol Officers, Community Service Officers, Detectives, School Resource Officers, Evidence/Property, the Training Officer and the Community Relations Officer.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

## Personnel

On September 3<sup>rd</sup>, Dick's Sporting Goods in Geneva made a donation of personal protective equipment and sports bags to the City. Sergeant Samuel, Officer Nielsen and Community Service Officer Sollis all were on hand to accept the generous donation.



On September 12<sup>th</sup>, Officers of the West Chicago Police Department played the St. Charles Police Department in the Battle of the Badges charity softball game to raise money for the Illinois Law Enforcement Torch Run for Special Olympics. The St. Charles Police Department won the game 17-16. The event raised about \$1,000.00 for the Special Olympics of Illinois.



On September 14<sup>th</sup>, the Explorers met and continued working with defensive tactics. Officer Jones was on hand to provide instruction.





On September 15<sup>th</sup>, a new Citizens Police Academy Class held its first meeting and trained on responding to calls. On the 29<sup>th</sup>, the participants met and received training on traffic stops.



On September 24<sup>th</sup>, Officer Jacobs graduated from the Suburban Law Enforcement Academy. Field Training commenced on September 27<sup>th</sup>.



On September 30<sup>th</sup>, Michael Montgomery and Joseph McGuire were sworn in as police officers. They begin the Basic Academy on October 4<sup>th</sup>.





## **Criminal Activities**

### **Aggravated Battery:**

Person(s) unknown battered the victim in the parking lot of a business in the 1300 block of Harvester Rd. The complainant stated he observed the victim drinking with two other subjects in the parking lot. Later the victim, bleeding and suffering head injuries, entered the complainant's semi-truck and asked for assistance. The intoxicated victim stated he was struck in the head by an unknown type of tool. West Chicago Fire Protection District personnel arrived, administered aid to the victim then transported him to Northwestern Medicine Central DuPage Hospital. Investigation is ongoing.

### **Criminal Damage to Property:**

Person(s) unknown damaged a residence in the 400 block of Fremont St. A front window to the house had been shattered by a brick.

Person(s) unknown damaged a vehicle parked in the 800 block of Burr Oaks Dr. The windshield to the van had been shattered. A rock was found lying on the ground next to the vehicle.

Person(s) unknown damaged an apartment building in the 1400 block of S. Neltnor Blvd. A brick had been thrown through a window adjacent to the front entrance of the building.

Person(s) unknown damaged a vehicle parked in the 200 block of N. Neltnor Blvd. The rear window to the car had been shattered by unknown means.

Person(s) unknown damaged a business in the 600 block of E. Washington St. Two windows on the east side of the building had been damaged by what is believed to be BBs or other similar projectile(s).

On two separate occasions, person(s) unknown damaged a flag mount at a residence in the 300 block of George St. The flag mount had been broken from the front of the house and the flag was thrown into the street.

Person(s) unknown damaged a vehicle parked in the lot rented by the High School from the City. The paint on the driver's side rear quarter panel was scratched and the passenger side taillight was broken.

### **Criminal Defacement:**

Person(s) unknown spray painted gang-related graffiti on the fence of a residence in the 400 block of Fremont St. Illegible spray painted graffiti was also found on the southwest corner of a building in the 300 block of Spencer St.

Person(s) unknown spray painted gang related graffiti on a Motor Vehicles Prohibited sign in the 1000 block of Gates St.

Person(s) unknown used black and red marker to draw graffiti on a fence behind a residence in the 700 block of Hampton Course.

**Fraud:**

Person(s) unknown called the victim at her residence located in the 400 block of E. National St. The caller purported to be a police officer with DuPage County. The victim was told she missed jury duty and a warrant was issued for her arrest and she needed to pay \$2,500.00. The victim was instructed to obtain Moneyback cards and mail them to 1500 Pennsylvania Ave. The victim did as instructed, later realizing the call and directions were part of a scam.

Person(s) unknown telephoned the victim at a residence located in the 100 block of Ingaltion Ave. The caller claimed to be an agent for an office of the inspector general and advised there were warrants for the victim's arrest on the charges of money laundering and drug trafficking. The caller asked the victim to provide a social security number to confirm her identity. The caller advised the warrants would be made public or the victim could handle the matter privately. Eventually the victim purchased \$3,000.00 in gift cards and provided photos of the cards to the caller. An agent never showed at the victim's house to clear the matter as had been stated in the call so the victim came to the Police Station to file a report.

**Deceptive Practice:**

Person(s) unknown presented fraudulent checks drawn on the account of a business located in the 1800 block of Blackhawk Dr. Two checks were issued to a subject who was not an employee of the business. One check was for \$900.00 and the second was for \$600.00. The company's bank stopped payment on these two checks. The victim did additional research and identified a third check in the amount of \$2,300.00 made out to another individual who was not employed by the business.

**Motor Vehicle Theft:**

Person(s) unknown removed the victim's vehicle from the 900 block of Main St. The victim had parked the truck on the side of the road with the keys in it and exited to pick up fire wood. An unknown suspect entered the truck and drove off westbound on Main St. A check of the area was unsuccessful in locating the vehicle.

**Burglary:**

Person(s) unknown entered an apartment in the 1200 block of Kings Ct. and removed \$3,900.00 in U.S.C. and a television valued at \$700.00.. The cash had been removed from the victim's bedroom, which was found to have the mattress flipped onto the floor and dresser drawers were open and had been gone through. The victim's nephew was in the apartment during the time frame the items were removed and denies involvement in the loss of the items. The nephew claims he let a maintenance worker in and out of the unit and then fell asleep. Investigation is ongoing.

**Burglary from Motor Vehicle:**

Person(s) unknown entered a secured vehicle parked in the 500 block of Carriage Dr. Removed were various Dewalt tools, a power drill, a nail gun and an air conditioner valve. Loss is estimated at \$1,670.00.

**Theft Over \$500.00:**

Person(s) unknown entered a store in the 100 block of W. Roosevelt Rd. and asked to see an iPhone 12. The salesperson placed the boxed phone on the counter. The suspect then asked to see a Galaxy 32 phone. When the salesperson went to get the phone, the suspect took the iPhone and salesperson's personal cell phone and went to exit the store. The door was locked and the suspect kicked the door repeatedly until it opened. The suspect then entered a vehicle and left southbound from the scene. Loss is estimated at \$2,000.00.

Person(s) unknown removed a package from the multi-unit residential building in the 500 block of Main St. The victim received notification that a package had been delivered and placed on a shelf near the mailboxes. When the victim went to retrieve the package it had been opened and a Samsung cell phone had been removed. Loss is estimated at \$800.00.

Person(s) unknown removed packages from the porch of a residence in the 700 block of Elizabeth St. On two separate occasions, the victim received notifications that the packages had been delivered by United Parcel Service. One contained an Xbox, the second contained a PlayStation. The victim stated the packages were either taken or never received. Loss is estimated at \$1,000.00.

**Theft Under \$500.00:**

Person(s) unknown took the victim's cell phone. The victim and a friend were at a business located in the 100 block of W. Roosevelt Rd and were offered a ride home. The victim accepted and when they arrived in the 400 block of Ann St., the suspect asked them for money. When the victim stated he did not have cash, the suspect took the cell phone, refused to return it and left the area.

Person(s) unknown removed a package containing a mattress from an apartment building located in the 200 block of N. Neltner Blvd. The victim received a notification that the package was delivered. The victim was out and returned half an hour later to find the package was missing. Loss is estimated at \$353.00.

Person(s) unknown removed approximately 25 gallons of water from a City fire hydrant located in the 100 block of W. Roosevelt Rd. The suspect was paving a parking lot and had used the water to fill a steam roller without obtaining permission from West Chicago Public Works. Officers issued the offender a local ordinance citation for Use of City Water Through a Fire Hydrant Without the Authorization of the City.

**Theft of Motor Vehicle Parts/Accessories:**

Person(s) unknown removed 14 catalytic converters from vehicles parked at a business in the 1000 block of Carolina Dr. Access had been gained by cutting a chain on a gate to the parking lot entrance.

Person(s) unknown removed the catalytic converter from a vehicle parked in the 900 block of Windsor Ct.

**Predatory Criminal Sexual Assault of a Child:**

A known person(s) is alleged to have sexually assaulted a two year old at a residence located in the 300 block of Joliet St. The DuPage County Children's Center was advised of the incident for possible investigation.

A known person is alleged to have touched three girls, ages 8, 11 and 12, in an inappropriate manner at a residence located in the 400 block of W. Blair St. The DuPage County Children's Center was advised of the incident for possible investigation.

**Criminal Trespass to Vehicle:**

Person(s) unknown entered an unsecured vehicle while it was parked in the 800 block of Burr Oaks Dr. A witness observed the suspect exit her friend's vehicle and then leave the area. The offender was located by officers at Main St. and Easton Ave. The suspect was interviewed and admitted to opening the victim's car door. The suspect was issued a local ordinance citation for Criminal Trespass to Vehicle, provided a hearing date and released from the scene.

Person(s) unknown entered an unsecured vehicle parked in the 700 block of Hillview Ave. The victim heard something in the driveway, looked out a window and saw two individuals in the driveway. One of the subjects had the door to the victim's truck open. The victim shouted to the subjects who then fled eastbound on foot. Nothing is believed to have been removed from the vehicle.

## Monthly Totals

Activities	Jun 2021	Jul 2021	Aug 2021	Sep 2021	YTD 2021	YTD 2020	Total 2020
Traffic Stops	503	506	456	513	4,472	3,022	4,646
Traffic Citations	175	275	155	141	1,399	1,254	1,849
Traffic Warnings	194	155	176	242	1,873	1,702	2,516
Parking Citations	373	230	382	235	3,062	942	1,293
Traffic Crashes	81	57	78	56	587	494	700
Incident Reports	271	283	209	248	2,123	1,950	2,652



## Officer Activities

On September 4<sup>th</sup>, officers were dispatched to the area of the Town & County Apartments for a reported suspect with a gun. The caller further advised the suspect entered a black pickup truck occupied by three individuals and then left the scene. A vehicle matching the description provided by the caller was observed travelling at a high rate of speed westbound on Roosevelt Rd. The truck fled and was pursued to the 1500 block of Kirkwood Dr. where the occupants of the vehicle abandoned the truck and fled on foot. Geneva and St. Charles Police Department personnel assisted and four subjects were taken into custody. One subject admitted to hiding the pickup truck key that were later recovered. All four were transported to the Police Station where detectives assisted with interviews. No firearm was ever located and the alleged victim was uncooperative. One individual in custody did admit to driving the truck. The DuPage County State's Attorney's Office approved charges of Aggravated Fleeing and Eluding against the driver. The offender was fingerprinted, photographed and transported to the DuPage County Jail.

On May 14<sup>th</sup>, officers responded to an alarm call at a business located in the 700 block of E. Roosevelt Rd. A search of the property was successful in locating a suspect hiding under a truck. Assistance was obtained from neighboring police department personnel to search the remaining area. A second subject in possession of Hackzell blades was found hiding under a trailer. A backpack containing a Hackzell, Hackzell blades and gloves were found under the trailer. The subjects were taken into custody and transported to the police station to be interviewed by Detectives Peterson and Herbert. Detective Herbert learned that one of the subjects had been selling catalytic converters. The second suspect admitted they were on the property with the intent to steal catalytic converters. Both subjects were released from custody pending the obtaining of additional information. Investigation discovered that one of the suspects had sold numerous catalytic converters to a business in Elburn, IL. Detective Bowers obtained cell phone data from the suspect's phone that showed him in the area of a number of catalytic converter thefts. It was further learned that the suspect was the possible offender of catalytic converter thefts in Naperville, Warrenville, and Yorkville. The DuPage County State's Attorney's Office approved a charge of Attempt Unlawful Possession of a Stolen Vehicle or Essential Part against the two suspects. Warrants were obtained. On September 19<sup>th</sup>, Aurora Police Department personnel arrested one of the suspects for Driving While License Suspended and discovered the suspect was wanted on the West Chicago warrant. The suspect was transported to the West Chicago Police Station, fingerprinted, photographed, posted bond and was released from custody.

On July 1<sup>st</sup>, a suspect entered a gas station located at 60 W. Roosevelt Rd. by using an unknown pry to force open the back door to the business. A door to a garage/shed behind the business had also been forced open. Removed from inside the gas station was a cash register containing \$1,500.00 in U.S.C. Taken from the garage/shed was a box containing \$2,500.00 in cigars and glass pipes. The gas station's surveillance system captured images of the suspect. On July 13<sup>th</sup>, Detective Herbert requested the suspect's image(s) be posted on the Department's Facebook page seeking information about the burglary. A citizen contacted the Department and provided a possible name for the suspect. Further investigation determined the suspect had been arrested by this Department's personnel and was previously interviewed. The clothing worn in the arrest interview and the clothing worn by the offender during the burglary were an identical match. Furthermore booking photos and social media posts of the suspect were a match to the surveillance video captured at the gas station. It was found that the suspect was wanted on a warrant for Domestic Battery that occurred in West Chicago. Information was received on a possible address for the suspect in Aurora. On September 21<sup>st</sup>, Detectives Peterson, Bowers and Herbert began conducting surveillance of the address in Aurora. The suspect entered the passenger side of a vehicle. As the car left the residence it was stopped by detectives who confirmed the passenger was the suspect. He was arrested on the warrant and transported to the Police Station to be interviewed. The suspect admitted to committing the burglary, stated how he committed the crime and what items and

money he took. Additionally the suspect admitted to committing a burglary to a car wash in the 1300 block of S. Neltner Blvd. by burning a hole in the garage door and taking \$70.00 from the register. The DuPage County State's Attorney's Office approved a charge of Burglary against the suspect who was fingerprinted, photographed and transported to the DuPage County Jail.


On September 5<sup>th</sup>, Officers Eversole, Moore, Winton and Schoonhoven and Sergeant Gaztambide responded to a reported disturbance in the 200 block of Joliet St. The complainant stated a subject pointed a black handgun at him before fleeing the scene. A subject fitting the description of the suspect was located by Officer Eversole on Allen Ave. and taken into custody. The victim advised he is a landlord for properties on Joliet St. and has had problems with the suspect. The victim advised the intoxicated suspect that he was no longer welcome on the properties. The suspect left, but later returned, produced a gun and pointed it at the victim before leaving the area. While searching the area, a neighbor approached officers and advised the suspect had also showed the gun to his son. As the suspect was reported to be armed, a K9 unit from Hanover Park responded to the scene and led officers to a location in the rear of a residence in the 200 block of Joliet St. where the gun was located. The gun was later determined to be an Airsoft pistol. The subject was transported to the Police Station. The DuPage County State's Attorney's Office declined felony charges against the suspect. The offender was charged with Aggravated Assault and Disorderly Conduct, fingerprinted and photographed. The suspect was also served with a Criminal Trespass Letter advising that he was no longer to be on the victim's properties or he would be arrested for Criminal Trespass.

On September 30<sup>th</sup>, Officer Alaniz responded to the 1200 block of Bishop St. for a report of someone sleeping behind the wheel of a car. Upon arrival, two individuals were occupying the vehicle. Both were hunched over, unconscious with labored breathing. After checking for pulses on both subjects, a dose of Narcan was administered to the passenger. Officer Smurawski arrived on scene and administered Narcan to the driver. West Chicago Fire Protection District personnel arrived, administered aid to the vehicle occupants and then transported them to Northwestern Medicine Central DuPage Hospital.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE  
AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b> Mexican Independence Day 2021 Final Report Mexican Cultural Center	<b>AGENDA ITEM NUMBER:</b> <u>8.B.</u> <b>FILE NUMBER:</b> _____ <b>COMMITTEE AGENDA DATE:</b> October 25, 2021 <b>COUNCIL AGENDA DATE:</b> _____
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<b>STAFF REVIEW:</b> Tom Dabareiner	<b>SIGNATURE</b> 
<b>APPROVED BY CITY ADMINISTRATOR:</b> Michael Guttman	<b>SIGNATURE</b> _____

**ITEM SUMMARY:**

The Mexican Cultural Center (MCC) submitted the attached documentation of expenses for the Mexican Independence Day Festival that was scheduled to take place September 18-19, 2021. The Festival was cancelled by the MCC, cancellation letter attached.

The City provided the MCC with \$11,500 per the Funding Agreement (20-R-0017). The final report shows that \$7,629.99 was spent, and \$3,870.01 unspent.

Two deposits for bands were made that will be used for the festival in 2022. Please see F and G for more information.

**ACTIONS PROPOSED:**

Recommend approval of the final report submitted by the MCC for MID 2021, with \$3,870.01 of unspent funds to be returned.

**COMMITTEE RECOMMENDATION:**

"The Viva Mexico" Festival and Parade Committee in West Chicago has made the difficult decision to cancel the September 18 and 19 event.

Given the current uncertainty surrounding COVID-19 variants and the rapid growth of interest and participation in our parade and festival, this decision was made in the interest of public safety, as well as concerns surrounding the quality of the event.

Further, public safety is a primary concern for the Committee. While potential public safety mitigation policies and standards were considered for participants and spectators, it was determined that in this case it would be difficult to implement and enforce them along a parade and festival route with no defined points of ingress and egress. This decision is not one that is made lightly and we thank you all for your understanding. We look forward to seeing you at next year's event.

Best Regards,

"The Viva Mexico" Festival and Parade Committee





Dear City of West Chicago,

The Mexican Cultural Center would like to thank the City of West Chicago for the past years of support to honor the cultural heritage of West Chicago through Mexican Independence Day. When we went all virtual in 2020, it was a hard hit on our community that has struggled through this pandemic. Although we were very optimistic about 2021, after our last planning meeting with City staff in August, it was clear that we did not have the resources or support to make the event safe and successful.

Canceling this year's event was a very hard decision, and as our statement which was published on the City's website states, we felt it was the best decision. We did do a large amount of work continuing the plan that was originally proposed in 2019 for the art project with the Mexican State of Tlaxcala and are still working to expand that partnership, as a beneficial program for both communities. We did also reach out to all vendors to limit exposure as much as possible due to the pandemic. Please find our attached reporting detailing the expenses for this work.

We are continually grateful for the partnership of the City over the past six years. We look forward to safer times ahead where we can highlight the amazing community we have here in West Chicago.

Please feel free to contact me with any questions you may have about this report.

Fernando Ramirez, President



A	Carlos	Mexico Consulting	\$ 529.99
B	Javier	Tapete design	\$ 100.00
C	Pedro	Sound and Audio	\$ 300.00
D	Fernando	Coordinating festival	\$ 4,500.00
E	Ollin Technology, LLC	Streaming Equipment	\$ 1,500.00
F	Grupo Rimel	Music Band	\$ 300.00
G	Calaveras LD	Music Band	\$ 300.00
H	Video Edting	Mr. Tamayo	\$ 100.00
		Total	\$ 7,629.99



FECHA: 10/09/2021

FOLIO: 032524

CLIENTE: MEXICAN CULTURAL CENTER DU PAGE

DIRECCIÓN: 103 w Whashington St., 60185

CIUDAD O PAÍS: West, Chicago, USA.

DESCRIPCIÓN	PRECIO UNITARIO	TOTAL
Apoyo en logística de citas para el trámite de Visa Americana. Gastos de Representación Consultoría en general	Primer pago \$390 dls. Money OrderGram #35250143	\$390 dls. + \$9.99 dls. ship
Logística y transportación (Casetas, Gasolina) CDMX – TLAXCALA – CDMX Coordinación con los Maestros artesanos.	Segundo pago \$130 dls. Vigo #972-828-5626	\$130 dls. + \$10 dls. ship
<b>TOTAL</b>		<b>\$539.99 dls.</b>

**IMPORTE:** quinientos treinta y nueve dólares, noventa y nueve centavos

ANILLO PERIFERICO SUR 7650, EDIFICIO 22-502  
COL. GRANJAS COAPA, C.P 14330  
ALCALDIA TLALPAN, CDMX  
5568758574  
colectivo.meztli@gmail.com



MEXICAN CULTURAL CENTER  
 1213 JOUET ST SUITE A  
 WEST CHICAGO, IL 60185

10096

DATE July 15, 2021 2-118/710  
 18

PAY TO THE ORDER OF Fernando Ramirez \$ 450.00

four hundred fifty dollars & 00/100 DOLLARS

Republic Bank  
 West Chicago, Illinois 60185

FOR traveling 2 Mexico

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TR: 21 18-1803 07/15/21 11:47 AM  
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 ⑆071001180⑆ 1870000091⑆  
 <081100170>04864010081010018001049840  
 1870000091⑆ ⑆071001180⑆ 1870000091⑆  
 Check: 10096  
 Customer

# ~~399.99~~ 399.99 out of  
 (see money Gram)  
 #50.00 + travel cash (N/A)

A



MEXICAN CULTURAL CENTER  
 1213 JOLIET ST SUITE A  
 WEST CHICAGO, IL 60185

10103

DATE 8/30/2021 2-119,710 18

PAY TO THE ORDER OF Fernando Ramirez \$ 130.<sup>00</sup>

One hundred thirty & <sup>00</sup>/<sub>100</sub> DOLLARS

Republic Bank  
 West Chicago, Illinois 60185

FOR Pay Cash to Carlos Hernandez (Consulting)

⑈010103⑈ ⑆071001180⑆ 1870000091⑈

NextTran  
 Other Customer  
 \$130.00  
 08/30/21 01:28 PM  
 TR+36 15-1515  
 182000091 ON US CHK  
 0830211001015000236670 >071001180 <081100170

⑈010103⑈ ⑆071001180⑆ 1870000091⑈

See Vige Receipt  
 972-828-5626  
 \$130 out of P#230

A



SEND - CUSTOMER RECEIPT  
ENVIAR - RECIBO DEL CLIENTE

MoneyGram Payment Systems, Inc  
1550 Utica Avenue South  
Suite 100  
Minneapolis, MN 55416  
1(800)926-9400  
www.moneygram.com

SUPERMERCADO TAMAYO  
516 MAIN ST  
516 MAIN ST  
WEST CHICAGO, IL 601852843 UNITED STATES  
Phone/Telefono: 6308765353  
506668862101

Date/Fecha: 15 Jul 2021  
Time/Hora: 03:30

It's easy to track your transfer at moneygram.com or in the MoneyGram mobile app! Download it on the App Store or Google Play to get started.  
Es fácil hacer el seguimiento de su transferencia en moneygram.com o en la aplicación móvil MoneyGram. Descárguela en la tienda de aplicaciones App Store o Google Play para comenzar.

Sender Information  
Información del remitente:  
FERNANDO RAMON RUIZ  
san bonifacio Ex477 Int  
guadalajara, MX MEX 44500  
Phone/Telefono: 630662507

Recipient Information  
Información del destinatario:  
CARLOS HERNANDEZ  
Phone Number (Número de teléfono): 525568758574  
Account Number (Número de cuenta) (18 digits):  
127180013044256244  
Date & Time Available in Receive Country/Fecha y hora disponible en país de destino: 23 Jul 2021 00:00 AM  
\*Funds sent using some services may be available sooner\*  
\*Puede que los fondos enviados mediante el uso de algunos servicios estén disponibles antes\*

Expected Destination/  
Destino Previsto:  
MEX - México ( )  
Bank Deposit - Other Banks/  
Deposito Bancario - Otros Bancos

Reference Number/  
Número de referencia:  
35250143

Transfer Amount/ Monto de la transferencia:	390.00 USD
Transfer Fee/ Cargo por transferencia:	19.99 USD
Transfer Taxes/ Impuestos de la transferencia:	10.00 USD
Total/Total:	399.99 USD

Exchange Rate/ Tipo de cambio:	1 USD = 19.9051 MXN
Transfer Amount/ Monto de la transferencia:	7763.00 MXN
Other Fees/ Otros cargos:	-0.00 MXN
Other Taxes/ Otros impuestos:	-0.00 MXN
Total to Recipient/ Total para el destinatario:	7763.00 MXN

In Mexico, due to restrictions of currency availability, transaction pay outs are rounded to the nearest Mexican peso.  
En México, debido a restricciones a la disponibilidad de pesos mexicanos, los pagos se redondean al monto más cercano en pesos mexicanos.  
Due less due to fees charged by the bank and foreign taxes.  
Menos dinero debido a los cargos del destinatario y a impuestos extranjeros.

(A)



RECEIPT/RECIBO  
Thank you/Gracias

TRACKING NUMBER (MTCN)/  
NO. DE CONTROL DEL ENVIO:  
972-828-5626

For Customer Service, please call 1-800-777-8784/Para comunicarse con el servicio de atención al cliente, llame al 1-800-777-8784

SUPERMERCADO TAMPICO  
516 MAIN ST. IL  
6308765353

Money Transfer/Envío de Dinero  
CASH/Dinero en efectivo

Operator (Código de Operador) FGT

Date of Transaction/Fecha de las Transacciones:  
August 30, 2021  
Time of Transaction/Hora de las Transacciones:  
02:04 PM (CDT)

Sender/Remilente:  
FERNANDO R RAMIREZ  
102 MAIN ST UNIT B, WEST CHICAGO, IL  
60185 USA  
6308662507/630662507

Final Receiver/Destinatario Final:  
CARLOS ALBERTO HERNANDEZ LUMA  
DISTRITO FEDERAL

Nombre del banco:  
Banco Azteca (14 18, or 20 digit Acct#)

Tipo de cuenta:  
Account Number

Numero de cuenta bancaria:  
02011304425624

Expected Foreign Country Payout Location/Locación esperada del pago en país extranjero: Mexico/México

Service Provider/Proveedor de Servicio:  
BANK DEPOSITO Y CREDITO BANK (ARCO)

Date Available in Final Receiver's Country/Fecha Disponible en el País del Destinatario Final:  
August 31, 2021/Agosto 31, 2021

Transfer Amount/ Cantidad de Envío	220.00 USD
Transfer Fees/ Cargos por Envío	10.00 USD
Additional Fees/ Cargos Adicionales	0.00 USD
Transfer Taxes/ Impuestos de Envío	0.00 USD
Promotional	30.00 USD

A

# Invoice

Company Name: Tapetes Cervin

Date: 9-7-21

Address/City/ZIP Code: TLX, Mexico

Invoice No.: -

Contact: Javier Cervin Altamirano

Amount Recieved To:

Invoice Total: 100.00

Name: Javier Cervin Altamirano

Address: TLX, Mexico

Contact: Javier Cervin Altamirano

Description		Amount
Tapete Design	Check #10102	8-30-21 100.00
Total Amount		100.00

Mexican Cutral Center DuPage  
103 w Washighton St.  
West Chicago, Il 60185

3



MEXICAN CULTURAL CENTER  
1213 JOLIET ST SUITE A  
WEST CHICAGO, IL 60185

10102

DATE 8/30/2021

2-112710  
18

PAY TO THE ORDER OF Fernando Ramirez \$ 100.00

One hundred dollars & 00/100 DOLLARS

Republio Bank  
West Chicago, Illinois 60185

FOR CASH to pay Javier Servin (Tapete)

⑈010102⑈ ⑆071001180⑆ 1870000091⑈

TR:35 15-1515 08/30/21 01:27 PM

⑈081100170⑆ <0899320005101001015000236680⑈

⑈20210102⑈

Check: 10102

Other Customer

Nexttran

see Vigo Receipt  
972-828-5626  
\$100 out of \$230

(B)

REIPT/RECIBO  
Thank you/Gracias

TRACKING NUMBER (M/CN)  
NO. DE CONTROL DEL ENVIO:  
972-828-5626

For Customer Service, please call 1-800-777-8784  
Para comunicarse con el servicio de atención al cliente, llame al 1-800-777-8784

SUPERMERCADO TAMPICO  
516 MAIN ST. IL  
6308765353  
Money Transfer/Envío de Dinero  
CASH/Dinero en efectivo

Operator ID/No. ID del Operador: 1001

Date of Transaction/Fecha de las Transacciones:  
August 31, 2021 / Agosto 31, 2021  
Time of Transaction/Hora de las Transacciones:  
02:04 PM (C.D.T.)

Sender/Remitente:  
FERNANDO R RAMIREZ  
102 MAIN ST UNIT B, WEST CHICAGO, IL  
60185 USA  
6306662507 / 6306662507

Final Receiver/Destinatario Final:  
CARLOS ALBERTO HERNANDEZ LUNA  
DISTRITO FEDERAL

Nombre del banco:  
Banco Azteca (14, 18, or 20 digit Acct#)

Tipo de cuenta:  
Account Number

Monero de cuenta bancaria:  
02011304425624

Expected Foreign Country Payout Location/Locación donde Esperan el Pago en país extranjero:  
MEXICO / MEXICO

Service Type/Tipo de Servicio:  
BANK DEPOSIT/DEPOSITO BANCARIO

Date Available in Final Receiver's Country/Fecha Disponible en el País del Destinatario Final:  
August 31, 2021 / Agosto 31, 2021

Transfer Amount/  
Cantidad de Envío

Transfer Fees/  
Cargos por Envío

Additional Fees/  
Cargos Adicionales

Transfer Taxes/  
Impuestos de Envío

Promotion Discount/  
Descuento Promocional

Total / Total

Exchange Rate/Tipo de Cambio  
1 USD = 20.221 MXN

Transfer Amount/  
Cantidad de Envío

Total to Final Receiver/  
Total al Destinatario Final

For all transfers, Final Receiver may be charged due to foreign taxes. For transfers to account, Final Receiver may also be charged for taxes. For all transfers, Final Receiver may be charged for taxes.



PEDRO MARQUEZ  
413 4<sup>TH</sup> ST.  
WINNETKA IL  
60093  
708-595-6939

13 de sept. 2021

## DJ GUANATOS

Date: 18 y 19 de Septiembre  
INVOICE # 579

To Fernando Ramirez  
Attn: Accounts Payable

129 main street.  
West Chicago 60185

Description	Line Total
Dj Servicio, Audio Pantalla grande. Sonorizacion banda y planta de luz. Sabado 18 y Domingo 19 de Septiembre comenzando 11 AM a 9 PM (Sabado) comenzando 11 AM a 8 PM (Domingo)	\$1,300
129 main street West Chicago 60185	
Anticipo	\$300
Total	1000 ~

Nota: Previo Anticipo No Cubre  
la Cancelacion del Evento  
En caso de hacerlo Promover  
Nuevo Contrato Att Admin

(C)

MEXICAN CULTURAL CENTER  
1213 JOLIET ST SUITE A  
WEST CHICAGO, IL 60185

10098

DATE 8/2/2021

2-118710  
18

PAY TO THE ORDER OF Pedro Marquez Hernandez \$ 300.00

Three hundred dollars & 00/100 DOLLARS

Republic Bank  
West Chicago, Illinois 60185

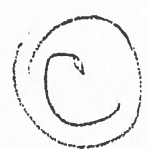
FOR Deposit for Sonido.

*[Signature]*

⑆010098⑆ ⑆071001180⑆ 1870000091⑆

080821 - 44550000316351 >071001533< Byline

*Pedro Marquez Hernandez*





# Invoice

Company Name: Mexican Cultural Center DuPage

Date: 9-7-21

Address/City/ZIP Code: 103 W Washignton St. 60185

Invoice No.: -

Contact: Fernando Ramirez

Amount Recieved To:

Invoice Total: \$4,500

Name: Fernando Ramirez

Address: 103 W Washington st 60185

Contact:

Description	Unit Price	Amount
1st Payment Check #10095	8-30-21	\$2,500
2nd Payment Check #10105	7-15-21	\$2,000
Total Amount		\$4,500

Mexican Cutral Center DuPage  
103 w Washignton St.  
West Chicago, Il 60185

0

**MEXICAN CULTURAL CENTER**  
 1213 JOLIET ST SUITE A  
 WEST CHICAGO, IL 60185

10095

DATE July 7, 2021 2-115/710  
 18

PAY TO THE ORDER OF Fernando Ramirez \$ 2,500.<sup>00</sup>

two thousand five hundred & <sup>00</sup>/<sub>100</sub> DOLLARS

Republic Bank  
 West Chicago, Illinois 60185

FOR MID Payment.

*[Signature]*

⑈010095⑈ ⑆071001180⑆ 1870000091⑈

⑈0701202146010150002700705071001180⑈

**FEDERAL RESERVE BANK OF CHICAGO**  
**THE WITHIN NAMED PAYEE**  
**REPUBLIC BANK OF CHICAGO**  
 071001180

0

# Invoice

Company Name: Ollin Technology, LLC

Date: 9-7-21

Address/City/ZIP Code: 2350 Nantucket Ln, Elgin, Illinois 60123

Invoice No.: -

Contact: Enrique Mendoza

Amount Recieved To:

Invoice Total: \$1,500

Name: Enrique Mendoza

Address: 2350 Nantucket Ln, Elgin, Illinois 60123

Contact: 911@ollintechnology.com

Description	Unit Price	Amount
Deposit	Check #10099	8-30-21
Total Amount		\$1,500

Mexican Cutural Center DuPage  
103 w Washighton St.  
West Chicago, IL 60185

E


**MEXICAN CULTURAL CENTER**  
 1213 JOLIET ST SUITE A  
 WEST CHICAGO, IL 60185

10099  
 2-118710  
 18  
 CHECK # 10099

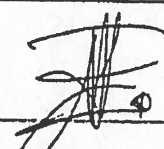
DATE 8/2/2021

PAY TO THE ORDER OF Ollin Technology \$ 1,500.<sup>00</sup>

One thousand five hundred & <sup>00</sup>/<sub>100</sub> DOLLARS

 **Republic Bank**  
 West Chicago, Illinois 60185

FOR Deposit for Video MID



⑈010099⑈ ⑆071001180⑆ 1870000097⑈

080421 1677 14870000201051>071926650< SCB

CREDIT TO THE ACCOUNT OF  
 WITHIN NAMED PAYEE  
 ABSENCE OF ENDORSEMENT GUARANTEED

F

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 06/21/2021, by and between Mexican Cultural Center DuPage, located at 103 W Washington St, West Chicago, Illinois 60185 in the County of Dupage (the "**CLIENT**"), and Ollin Technology, located at 2350 Nantucket Ln, Elgin, Illinois 60123 (the "**CONTRACTOR**"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

**WORK TO BE PERFORMED.** CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 06/21/2021 and will conclude with the event production on 09/18/2021 and 09/19/2021.

The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Production of the 2021 West Chicago Mexican Independence Day Virtual event.

- 1) 3 camera operator crew
- 2) 3 HD professional cameras
- 3) 1 Drone pilot
- 4) 1 Drone operator/spoter
- 5) 1 Professional, registered and insured drone
- 6) 1 Video mixer console operator
- 7) Professional video production/mixer equipment (Newtek Tricaster)
- 8) 1 Event Producer/Coordinator
- 9) 1 Sound operator \*\*
- 10) Audio Mixer\*\*
- 11) 1/2 Runners
- 12) Live webcast to up to three channels
- 13) Pre-production video elements
- 14) Graphic elements (overlays, lower thirds, etc)
- 15) Post-production
- 16) 1 Video editor
- 17) 1 Graphic element designer

**SCOPE OF WORK.** CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated

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within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement, and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

**INDEPENDENT CONTRACTOR.** CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

**EQUIPMENT & MEANS OF SERVICE.** CONTRACTOR is responsible for providing all of his/her own equipment with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

**COMPENSATION.** In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: \$1,500 Initial payment at contract signage

\$2,500 Credit to be applied to Event's Sponsorship Package for Ollin Technology

\$3,500 payment due one the day prior to the event (09/17/2021)

Total Compensation Amount: 7,500

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Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following method:

Compensation Method: Cash, check or credit card

**EXPENSES.** CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement.

**CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

**DEFINITION OF "PROPRIETARY INFORMATION."** For the purpose of this Agreement, "*Proprietary Information*" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

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**OWNERSHIP OF PROPRIETARY INFORMATION.** All rights, title and interest of any kind and nature whatsoever, in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by the CONTRACTOR during the term of this Agreement and for indefinitely immediately following its termination, shall be the sole and exclusive property of the CLIENT for any purpose or use as it deems necessary or fit. Furthermore, the CONTRACTOR shall promptly and fully disclose to the CLIENT, in confidence and in writing, (i) all Proprietary Information that the CONTRACTOR creates, conceives or reduces to practice, either alone or in conjunction with others, during the term of this Agreement, and (ii) all patent applications and copyright registrations filed by the CONTRACTOR within indefinitely after the termination of this Agreement, including, but not limited to, the materials and methodologies involved in same. The covenants set forth in the preceding sentences shall apply regardless of whether the Proprietary Information is made, written, discussed, developed, secured, obtained or learned (i) solely or jointly with others; (ii) during the usual hours of work or otherwise; (iii) at the request and upon the suggestion of CLIENT or otherwise (iv) with CLIENT's materials, tools, instruments, or (v) on CLIENT's premises or otherwise. The CONTRACTOR irrevocably appoints the CLIENT to act as the CONTRACTOR's agent, representative and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights, trade-marks and similar rights to any Proprietary Information assigned by the CONTRACTOR to the CLIENT under this Agreement. The CONTRACTOR acknowledges that the grant of the foregoing power of attorney shall survive the death or disability of the CONTRACTOR. There is nothing contained within this Agreement that shall be construed to preclude the CLIENT from exercising any and all of its rights and privileges as sole and exclusive owner of all the Proprietary Information owned by or assigned to the CLIENT under the provisions of this Agreement. The CLIENT, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or copyright registration on said Proprietary Information, may decide to maintain said Proprietary Information secret and confidential, or may decide to abandon said Proprietary Information, or dedicate it to the public. The CONTRACTOR shall have no authority to exercise any rights or privileges with respect to the Proprietary Information herein described that is owned by or assigned to the CLIENT.

**OWNERSHIP OF SOCIAL MEDIA.** The CLIENT shall have sole ownership over any social media contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

**RETURN OF PROPRIETARY INFORMATION.** Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and

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intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available at law.

**CONFIDENTIALITY CLAUSE.** Except as otherwise essential to the CONTRACTOR's obligations in accordance with this Agreement, the CONTRACTOR shall not make any disclosure or divulge any aspect of this Agreement, including the terms and conditions hereof, or any of the Proprietary Information contemplated herein, except as considered essential to the CONTRACTOR's obligations in accordance to his/her relationship with the CLIENT. The CONTRACTOR shall not make any duplication or other copy of any Proprietary Information without prior written authorization from the CLIENT. The CONTRACTOR also shall not remove any Proprietary Information, property or documents, without obtaining prior consent or authorization from CLIENT. The CONTRACTOR shall have the affirmative duty to notify each person to whom any disclosure is made that such disclosure was made in confidence and shall be kept in confidence by that individual, and that said individual shall be legally bound by the provisions of this Agreement to the same extent as the CONTRACTOR. Moreover, the CONTRACTOR agrees not to reveal any of this information to anyone, nor to use this information to the detriment of CLIENT in any way. Failure on CONTRACTOR's part to comply with this Section shall constitute a breach of this Agreement and entitle CLIENT to all remedies under the law as well as those specifically outlined in this Agreement.

**COPYRIGHT & REPRODUCTION RIGHTS.** All of CONTRACTOR's work under this Agreement shall be deemed "work for hire" and as such, the copyrights of the same shall belong to CLIENT. The CONTRACTOR hereby agrees not to sell, barter or share Proprietary Information obtained or developed during the performance of the services contemplated by this Agreement to any person, company, group, advertising agency, or otherwise, unless CONTRACTOR has CLIENT's express written permission. Any use that exceeds this limited scope, or does not comply with these conditions, shall be strictly prohibited and be deemed a violation of this Agreement entitling CLIENT to pursue all legal remedies and subjecting CONTRACTOR to all penalties allowed under the law.

**DEFINITION OF "WORK FOR HIRE."** The CONTRACTOR herein acknowledges and agrees that all work of authorship performed for the CLIENT under this Agreement shall be subject to the CLIENT's direction and control and that such work constitutes 'Work for Hire' as such term is defined in 17 U.S.C. § 201 & 202 — *Ownership of Copyright & Material* To that end, the CLIENT shall be considered the 'Author of Program' pursuant to the relevant U.S. Copyright laws. Any and all 'works for hire' shall be the sole and exclusive property of the CLIENT. Furthermore, consistent with the CONTRACTOR's recognition of the CLIENT's sole and complete ownership rights in said materials, the CONTRACTOR agrees not to make use of any Proprietary Information, or any part thereof, for the benefit of any party other than the CLIENT. The CONTRACTOR acknowledges that this Agreement does not apply to any invention, creation, idea or design for which no equipment, supplies, facility or trade secret information of the CLIENT was used and that was entirely on the CONTRACTOR's own time and (i) does not relate to the CLIENT's business or to the actual or anticipated research or development work of the CLIENT;

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or (ii) does not result from any work performed by the CONTRACTOR for the CLIENT. The burden of proof shall rest with the CONTRACTOR with regards to the exceptions contained within this section.

**PATENT APPLICATIONS.** The CLIENT herein agrees to cover and pay for any and all expenses related to the preparation, execution and prosecution of any patent applications made in the United States of America and all foreign countries wherein the CLIENT may desire to obtain patents. Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

**EXCLUSIVITY, MARKETING AND ADVERTISING.** CONTRACTOR understands that while working on an assignment provided by CLIENT he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement. The CONTRACTOR shall be allowed to promote or advertise (including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity), any of CLIENT's services and/or products by obtaining the CLIENT's authorization or consent. The CONTRACTOR shall only make use of promotional and informational materials, including, but not limited to, policy applications, marketing materials, training materials and other CLIENT forms, which have been supplied to the CONTRACTOR by the CLIENT or which have been approved in writing by an authorized agent, representative or official of the CLIENT, collectively known as the "Materials." The CONTRACTOR shall only use the Materials in compliance and in accordance with the CLIENT's advertising guidelines then currently in effect. Any such Materials made available to the CONTRACTOR and approved by the CLIENT shall in no way be reproduced, modified or altered in any respect or manner without first obtaining prior written approval. Any materials created by the CONTRACTOR and approved by the CLIENT shall not be modified or altered without the CLIENT's prior written authorization or consent. The CLIENT reserves the right to request from the CONTRACTOR, at any time, samples of any Materials which the CONTRACTOR may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the CONTRACTOR agrees to provide such samples to the CLIENT within 30 days of the CLIENT's written request. Any and all allowable use by the CONTRACTOR of the CLIENT's Trademarks and/or Logo shall inure to the CLIENT's benefit, under the CLIENT's control, and may be terminated by the CLIENT at will without notice and for any reason. The CONTRACTOR agrees that s/he shall not challenge, directly or indirectly, the validity of the CLIENT's Trademark or Logo or the CLIENT's ownership of said Trademark and/or Logo. The CONTRACTOR shall not make use of the CLIENT's

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Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the CLIENT's Trademark and/or Logo without first obtaining the CLIENT's prior written approval.

**CLIENT'S RIGHT TO SUSPEND OR ALTER WORK.** The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 1 Day days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

**TERMINATION.** Either party may terminate this Agreement in whole or in part, whenever the they shall determine that termination is in their best interest. Termination shall be effected by providing 1days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

**EXECUTION.** During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to



establish, document and protect such rights.

**INJUNCTIVE RELIEF.** CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

**LIABILITY.** CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

**INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insured on all related insurance policies including worker's compensation and general liability insurance.

**NOTICES.** Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

**CONTINUING EFFECTS.** The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

**CHOICE OF LAW.** This Agreement is to be construed pursuant to the current laws of the State of Illinois without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Illinois, in the County of Kane.

**MEDIATION, LITIGATION & ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the

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alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Illinois Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Illinois and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of Illinois.

**LEGAL FEES.** Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

**ENTIRE UNDERSTANDING.** This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

**HEADINGS.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

**SEVERABILITY.** If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

**MODIFICATIONS OR AMENDMENTS.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

**COUNTERPARTS.** This Agreement, at the discretion of the parties herein, may be executed in

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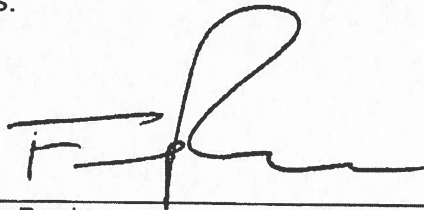
counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

**WAIVER.** If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**DRAFTING AMBIGUITIES.** All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

**COPIES.** Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

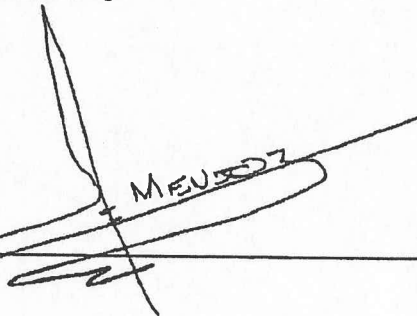


\_\_\_\_\_  
Fernando Ramirez

Mexican Cultural Center DuPage

7/12/21

\_\_\_\_\_  
06/21/2021



\_\_\_\_\_  
Enrique Mendoza

\_\_\_\_\_  
06/21/2021



# Invoice

Company Name: Rimel

Date: 9-7-21

Address/City/ZIP Code: Berwin IL

Invoice No.: -

Contact: Leticia Garfield

Amount Recieved To:

Invoice Total: \$300

Name: Leticia Garfield

Address: TLX, Mexico Oak Park Ave, Berwyn IL

Contact: 312-852-7513

Description		Amount
Deposit	Check #10109	\$300.00
Total Amount		\$300.00

Mexican Cutural Center DuPage  
103 w Washighton St.  
West Chicago, IL 60185





Rimel

This agreement is made this 12th day of July, 2021 by and between  
Mexican Cultural Center DuPage (Presenter) and RIMEL (Artist). The parties  
agree as follows:

1. The **PLACE** of Performance is at 108 Galena St, West Chicago, IL 60185 (Outside)
2. The **DATE(s)** of the Performance is **September 18th, 2021** and the **Time** is 1:40 pm.
3. Presenter agrees to pay the Artist an aggregate of \$1600 for **Two 45 Minute Sets with a 30 minute break in between.** A **deposit of 50% (\$800)** is due at least **1 Week** prior to the Performance by **Cash/E-Payment** made payable to: **Dave Avila.** The remaining **50% (\$800)** should be paid the day of the performance.  
*UPDATE: 9/10/2021 Event has been postponed due to the Delta variant and presenter will pay a deposit of \$300 for any event held in 2022 as long as a 4 month's notice is provided. If event is not held, the artist will keep the deposit without penalty.*
4. In the event the Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability, the **50% deposit of Fee** is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
5. Presenter will provide the Artist with a **Sound Engineer** and a **Sound System with monitors and a bass guitar amplifier** capable of connecting 3 vocal mics, drum mics, and a guitar and bass amplifier. The Artist will provide a **bass amplifier, 3 vocal mics, and a full drum kit. (Rider will be provided)**
6. Presenter indemnifies and holds the Artist harmless for any claims of property damage or bodily injury caused by show attendees.
7. Presenter shall provide a **parking space for 1 large Sprinter van** and another **mid-sized vehicle** in a location of close proximity to and with direct access to the backstage area where performance will take place on the date of performance.
8. Presenter shall provide **security** for the backstage and stage areas before, during and after the performance. Presenter shall **provide at least 1 security person** to protect Artist and their property as deemed appropriate by Presenter in its discretion. Presenter will also provide a **crew** to assist with unloading and loading any gear brought by the Artist before and after the performance.  
In Witness Whereof, this Agreement is executed on the date first above written.

By: [Signature] Date: 8/3/2021  
Presenter (Authorized signature)

By: [Signature] Date: 8/3/21  
Artist/Manager

(F)

MEXICAN CULTURAL CENTER  
1213 JOLLET ST SUITE A  
WEST CHICAGO, IL 60185

10109

2.118/710

18

CHECK MARK

PAY TO THE ORDER OF

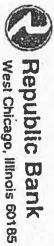
DAVE AVILA

\$ 300.00

Three hundred dollars & 00/100

DOLLARS

Photo  
Self  
Separate  
Statements



Republic Bank  
West Chicago, Illinois 60185

FOR Deposit for Bart (MID) Music

⑆010109⑆ ⑆071001180⑆ 1870000091⑆

(14)

# Invoice

Company Name: Calaveras LD

Date: 9-7-21

Address/City/ZIP Code: Chicago, IL

Invoice No.: -

Contact: Fernando Lopez

Amount Recieved To:

Invoice Total: \$300

Name: Fernando Lopez

Address: 4318 W Augusta Bld Chicago IL, 60651

Contact: (630) 248-7052

Description	Unit Price	Amount
Deposit Check #10108		\$300
Total Amount		\$300

Mexican Cutural Center DuPage  
103 w Washighton St.  
West Chicago, IL 60185

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**Calaveras LD**  
**Music Event contract**

An agreement made on 07/14/2021 between Calaveras LD  
and  
(clients name): Mexican Cultural Center DuPage

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The client engages the performer to provide Versatile Music.

Location: 108 Galena St, West Chicago IL, 60185 (Outside)

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**On the date and the fee listed below:**

Date: NEW DATE

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Start Time:

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End Time:

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Total Fee: \$1500.00

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Deposit fee: (20% of total fee) \$300.00 (booked for 2022)

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**\*Deposit Payment method:**

**Cash or Check to Fernando Lopez**

**Venmo: Fernando Lopez @calaverasld**

**Bank of America (Zelle): 773-470-6049 (phone number)**

**Performer Contact Information:**

Calaveras LD| Marco Lopez, Fernando LD  
calaverazld@gmail.com

Cell: (773)954-2434 (Marco)

Or

Cell: (773)470-6049 (Fernando)

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**Client Contact Information:**

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Email:

\_\_\_\_\_

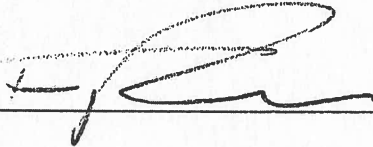
Phone:

\_\_\_\_\_

**ALL PARTIES AGREE THE FOLLOWING:**

1. All outstanding fees shall be payable in cash / check / electronic payment
2. Performances in addition to those specified above shall be subject to fees and conditions to be agreed between both parties.
3. All equipment and instruments of the musician(s) performing the engagement are not available for use by other performers or persons except by specific permission of the musicians concerned.
4. Adequate light and seating will be provided by the Client.
5. The playing out of doors shall only take place weather conditions permitting and if suitable cover is available when sunny.
6. The Client should ensure as far as is reasonably practicable, that all necessary steps are taken to provide safe working conditions for the musician(s) engaged under the terms of this contract.
7. In the event of the cancellation/postpone of the Event, the Client will be subject to pay the following cancellation fees: up to four (8) weeks before the Event, 25% of total fee – up to three (4) weeks before the Event, 50% of the total fee – up to two (2) weeks before the Event, 75% of the total fee – up to one (1) week before the Event, 100% of the total fee. Deposit payment will not be returned if the event is postponed/cancelled.
8. This Agreement may not be modified or canceled except by mutual consent in writing and signed by both parties.

Client Signature:



Print

Fernando Ramirez

Performer Signature:



Print: Fernando Lopez





MEXICAN CULTURAL CENTER  
1213 JOLIET ST SUITE A  
WEST CHICAGO, IL 60185

10108

2-118/710  
18

CHECKS AND MORE

DATE Sept. 22, 2021

PAY  
TO THE  
ORDER OF

Fernando Lopez

\$ 300.

Three hundred dollars & 00/100

DOLLARS



Republic Bank  
West Chicago, Illinois 60185



FOR Deposit for Band (MID)

*[Handwritten Signature]*

⑆010108⑆ ⑆071001180⑆ 1870000091⑆

6

# Invoice

Company Name: Sal Tamayo

Date: 9-7-21

Address/City/ZIP Code: West Chicago IL

Invoice No.: -

Contact: Sal Tamayo

Amount Recieved To:

Invoice Total: \$100

Name: Sal Tamayo

Address: West Chicago IL

Contact: (630) 248-7052

Description	Unit Price	Amount
Video editing Check #10104	8-30-21	\$100
Total Amount		\$100

Mexican Cutral Center DuPage  
103 w Washighton St.  
West Chicago, IL 60185

(H)

MEXICAN CULTURAL CENTER  
1213 JOUET ST SUITE A  
WEST CHICAGO, IL 60185

10104

DATE 8/30/2021 2-110710  
18

PAY TO THE ORDER OF Salvador Tamayo \$ 100.<sup>00</sup>

One hundred dollars & 00/100 DOLLARS

FOR Video Editing

Republic Bank  
West Chicago, Illinois 60185

*[Signature]*

⑆010104⑆ ⑆071001180⑆ 1870000091⑆

17092021  
0000-001 6966179  
K600295 003795

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

CHECK HERE IF MOBILE DEPOSIT

ENDORSE HERE

*[Signature]*

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