

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

**Monday, September 26, 2022
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 August 22, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 22-R-0055 – A Resolution Approving a Service Agreement with Andy Frain Services, Inc. for School Crossing Guard Services
 - B. Resolution No. 22-R-0056 – A Resolution Approving a Service Agreement with Andy Frain Services, Inc. for Police Records Clerks
 - C. Contract Agreement for Park Planning Services with Upland Design Ltd.
 - D. “No Parking” on South Side of Whitney Road
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. West Chicago Police Department Monthly Report
9. Adjournment

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday, August 22, 2022 7:00 P.M.

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

Chairman Chassee called the meeting to order at 7:00pm. Roll Call found Alderman Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin.

Alderman Brown was not in attendance.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of July 25, 2022. Alderman Swiatek made a motion, seconded by Alderman Short to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Chairman Chassee, Alderman Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

A. Hazel Street Between Bishop Street and Joliet Street – Michael Guttman, City Administrator, made the decision to temporarily change Hazel Street into a one way. District 33 and the City had entered into an agreement to do a traffic study and had inconclusive results after multiple attempts. This change will go into effect once City Council has approved it and reviewed quarterly.

4. Items for Consent.

5. Items for Discussion.

A. Park Planning Agreement with Upland Design – Staff is in the process with finalizing the agreement with Upland Design Group and next month will bring that agreement back to the Committee for consideration.

6. Unfinished Business.

7. New Business.

A. A council member brought up the issue of the traffic control sign on Joliet Street with the bright strobe light and possibly causing a seizure. Chief Fleury did some research and the number of flashes per second is not at a rate high enough that would cause a seizure. There are no known issues with those lights. At this time,

Committee has agreed to leave the traffic control sign in place as is based on the research done.

8. Reports from Staff.

A. West Chicago Police Department Monthly Report.

9. Adjournment. Alderman Birch Ferguson made a motion to adjourn, seconded by Alderman Short. The motion was approved by voice vote, and the meeting adjourned at approximately 7:20pm.

Respectfully submitted,

Yahaira Bautista

Administrative Assistant to Chief of Police
West Chicago Police Department

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 22-R-0055 A Resolution Approving a Service Agreement with Andy Frain Services, Inc for School Crossing Guard Services	AGENDA ITEM NUMBER: <u>4. A.</u> FILE NUMBER: _____ COMMITTEE AGENDA DATE: September 26, 2022 COUNCIL AGENDA DATE: October 3, 2022
PREPARED BY: Colin Fleury, Chief of Police APPROVED BY: Michael Guttman, City Administrator	SIGNATURE _____ SIGNATURE _____
ITEM SUMMARY: The City of West Chicago has had a long-standing contract with Andy Frain Services, Inc, which provides eight Crossing Guard services at each School District 33 and District 303 Norton Creek School in West Chicago. Historically, the City of West Chicago has paid Andy Frain Services, Inc. for these services with no financial support from either School District. Due to rising inflation and difficulty finding employees to fill the Crossing Guard locations, Andy Frain Services proposed adding a supervisor paid \$23.49 per hour, with a four-hour minimum, to monitor and schedule the operation. They also increased the hourly cost of each crossing guard from \$18.10 per hour to \$22.10 per hour with a two-hour daily minimum. With 172 school days to cover, the total cost for the City for seven District 33 crossing guards, one District 303 crossing guard, and one supervisor is \$76,980, which is twice the amount budgeted for 2021. Currently, the City is working with both school districts on Intergovernmental Agreements, which will require them to pay for 50% of the total cost of their respective portions of the crossing guard services. Please see Exhibits B and C. Staff is requesting to enter into a Services Agreement with Andy Frain Services, Inc. for the school Crossing Guard Services for an amount not to exceed \$76,980. Please see the attached Service Agreement, Exhibit A.	
ACTIONS PROPOSED: Staff recommends approval of Resolution No. 22-R-0055	
COMMITTEE RECOMMENDATION:	

RESOLUTION NO. 22-R-0055

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN
AGREEMENT WITH ANDY FRAIN SERVICES, 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 Executive Office Assistant is authorized to attest certain Agreement with Andy Frain Services, Inc., a copy of which is attached hereto as Exhibit "A."

APPROVED this 3rd day of October 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



SERVICE AGREEMENT

Crossing Guards- City of West Chicago

This Service Agreement (“Agreement”) is entered into as of August 1, 2022 (“Effective Date”), by and between Andy Frain Services, Inc. (“Contractor”), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and the City of West Chicago (“Customer”), with its principal place of business at 475 Main Street, West Chicago, IL 60185 (collectively, the “Parties”).

UNDERSTANDINGS

1. Contractor is in the business of supplying Crossing Guard Personnel (“Services”) and is willing to furnish such services and personnel to Customer with respect to the Properties and subject to the terms, conditions and provisions of this Agreement; and
2. Customer desires Contractor to furnish the Services and Contractor desires to furnish the Services at the Properties, as further described below.

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Customer hereby agree as follows:

AGREEMENT

1. **Engagement.** Customer and Contractor agree that Contractor shall furnish Services at the Properties (as defined in Schedule 1), and Contractor agrees to furnish Services at the bill rates set forth herein and subject to the terms and conditions of this Agreement.
 2. **Term.** This Agreement shall be effective on August 1, 2022 and shall continue until December 31, 2023 (“Initial Term”), with three (3) one-year options to renew, unless terminated earlier pursuant to the terms and conditions of this Agreement. Either Party may terminate this Agreement upon thirty (30) days written notice for any or no reason, provided that Contractor shall be paid for all Services rendered prior to the effective date of the termination.
 3. **Services.** As set forth in Schedule 1, Contractor shall furnish Crossing Guard Personnel (“Service Personnel”) as requested by Customer at the Properties (collectively known hereinafter as the “Services” unless specifically identified otherwise). Contractor shall furnish its Services set forth in the Statement of Work(s) attached hereto and made a part hereof as Schedule 1 or any subsequent validly and mutually executed statements of work, subject to the terms, conditions, and provisions of this Agreement (“Statement of Work”). In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions set forth in Schedule 1 or any Statement of Work, the terms and conditions of this Agreement shall control.
-

Posts. Contractor's Service Personnel shall be assigned to specific posts at the Properties pursuant to an agreed upon deployment schedule. Any Post Orders (specific order to crossing guard positions) prepared by or at the direction of Customer may also include information related to the assigned post, provided, however, such Post Orders are not incorporated herein and may not contradict the terms of this Agreement. In the event of a conflict between the Contractor's obligations set forth herein and any applicable Post Orders, this Agreement shall control.

Scope of Services. Services shall be provided in accordance with the attached Statement of Work. The Parties agree that any change in the Services contemplated by this Agreement, including any modification, supplementation or reduction in Service Personnel, shall be made by a request in writing by Customer and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Customer and Contractor. If at any time Contractor believes that additional Service Personnel or related actions in excess of the Services expressly requested by Customer are necessary to properly furnish Services at the Property, Contractor may so inform Customer. However, the Parties agree that Contractor's responsibility is solely limited to providing Service Personnel, and Contractor has not been engaged by Customer as a consultant or otherwise to provide advice or an assessment of security, site evaluation or staffing needs at the Properties, except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or security assessments made by Customer or anyone else, including pertaining to the sufficiency and assigned location of Service Personnel. The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

Compliance. Contractor shall comply with all applicable local, State, and Federal laws, rules and regulations which govern the Services and furnishing of the same.

Independent Contractor. Contractor is an independent contractor of Customer. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Customer. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as the employer of the Service Personnel.

Supervision. Contractor shall at all times be responsible for the direct supervision of its Service Personnel, contractors, subcontractors, agents, licensees, and assigned to and responsible for managing Services at the Properties. A designated representative of Contractor shall, in turn, report and confer with a designated representative of Customer at the Properties with respect to the Services performed under this Agreement. Such reporting and conferring shall occur as frequently as mutually agreed upon by the Parties from time to time.

4. Personnel. Contractor agrees as follows:
 - a. Contractor represents that all Service Personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services.
 - b. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper vest and any such equipment, as it shall, with the approval of Customer, deem necessary or appropriate.

c. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the industry.

d. Contractor represents that Contractor has or will perform background checks for Service Personnel in accordance with applicable Federal, State, municipal and local law that includes criminal and, if applicable, motor vehicle histories on Service Personnel and may include other matters as required by applicable law. Contractor further represents that all such Service Personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense. The cost of any additional background checks or more extensive background checks required by Customer shall be reimbursed by Customer. Passing a background check includes no convictions of any crime involving moral turpitude or violence, no felony convictions for non-violent crimes in the past five (5) years, no felony convictions for violent crimes in the past ten (10) years, no registered child sex offenders, or no crimes against children.

5. Equipment. Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the sites identified in this Agreement shall remain the property of Contractor, and Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials. Any equipment required by Customer in addition to those items specifically identified in Schedule 1 shall be separately billed to Customer.

6. Obligations of Customer. Customer agrees as follows:

a. Customer shall pay Contractor for the Services provided by Contractor at the hourly rates mutually agreed upon and pursuant to the terms and conditions stated in this Agreement.

b. Customer shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of Service Personnel requested under this Agreement. If Customer materially alters any express instructions or directions given by Contractor to the Service Personnel or if Customer assumes any material supervision over the Service Personnel, Customer shall be solely liable for any and all such alterations or supervision and Customer to the extent allowable by law, agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to such alterations or supervision, but only to the extent they were the excess result of and caused by such alterations or supervision.

c. To effectuate this Agreement, Customer shall provide Contractor with such information, including the Post Orders concerning the Properties or sufficient information to enable Contractor to prepare Post Orders for the Properties, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Customer shall provide Contractor with information Customer has pertaining to the Properties necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Properties. Except as otherwise set forth herein or agreed by Contractor, Customer shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

e. Customer represents it is duly authorized to retain Contractor to provide Services at the Properties and to execute this Agreement.

7. Compensation.

a. **Bill Rates.** Customer shall pay Contractor for the Services at the rates set forth in Schedule 1.

b. **Invoices.** Contractor shall invoice Customer for Services performed under this Agreement. Invoices shall be sent to Customer on a weekly schedule at Customer's location identified in Schedule 1.

c. **Payment.** Payments are due thirty (30) days from the invoice date. Any objection, dispute or claim regarding the amount of an invoice or the Services rendered (or not rendered) must be sent in writing by Customer to Contractor within forty-five (45) days from the date Customer received such invoice, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, or such objection, dispute or claim shall for all purposes be deemed waived by Customer.

d. **Records.** Upon request, Contractor shall furnish Customer with copies of completed daily timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain information sufficiently detailed so as to indicate the Property where and when such Services were performed and with what Service Personnel.

e. **Rate Change.** Hourly rates as stated herein are subject to adjustment for changes in any Federal, State or municipal law, regulation, or administrative ruling resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Contractor desires to adjust such rates, Contractor shall provide Customer with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, Customer may terminate this Agreement otherwise such desired adjustment shall become immediately effective and shall remain in effect until the earlier of termination of this Agreement or any further annual or other adjustment as provided by this Agreement.

8. **Insurance.** Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor and the Service Personnel furnishing Services, as follows:

TYPE OF INSURANCE	LIMIT OF INSURANCE
General Commercial Liability - Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Customer its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies. Prior to commencing Services under this Agreement, contractor shall furnish to Customer Certificates of Insurance, with policy declarations and endorsements attached, reflecting Customer's status as an additional insured on these policies, on a primary and noncontributory basis.

9. **Indemnification.** Contractor shall indemnify Customer, its officers, members, affiliates, subsidiaries, and employees from and against losses, claims, damages, injuries, liabilities and judgments that Customer may sustain and which are determined to by court of law to be caused solely by the direct, gross negligent acts of Contractor or Service Personnel while engaged in the performance of contracted-for Services under this Agreement, and subject to the provisions set forth herein. To the extent allowable by law, Customer

shall indemnify Contractor, its officers, members, affiliates, subsidiaries and employees from and against losses, claims, damages, injuries, liabilities and judgments that Contractor may sustain and which are determined by court of law to be caused negligent or contributory negligent acts of Customer.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall due to any premises defect while on or near the premises of Customer. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury or illness caused by any person entering onto Customer's property. Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts of Contractor and its employees while performing agreed upon duties and Services.

10. Contractor's Employees. During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, Customer shall not directly solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

11. Force Majeure. In the event that operations at the Properties where Services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, failure of communication equipment, epidemic, fire, flood, weather-related issue, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of

any court, government or governmental agency, or other cause reasonably beyond the control of the Parties ("Force Majeure"), this Agreement (and payment for Services hereunder) may be suspended by either Party for the duration of such halted or decreased operations, on twenty-four (24) hours' notice addressed by the affected Party to the other Party. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided or scheduled to be provided prior to such suspension of, or decrease in, operations.

In the event that Contractor is prevented from completing this contract by reason of Force Majeure, this Agreement may be suspended for the duration of such hardships, on twenty-four (24) hours' written notice addressed by Contractor to Customer, provided that Contractor uses reasonable efforts to cure or mitigate any delays or failure to perform.

12. Default. Each Party may terminate this Agreement immediately if any of the following events shall occur: (a) default by the other Party in the performance of the terms and conditions of this Agreement, including but not limited to Customer's failure to timely make payments required hereunder when due, which default continues for five (5) days or more after written notice from the other Party; (b) if at any time during the term of the Agreement there shall be filed by such Party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such Party's property; (c) if such Party makes an assignment for the benefit of creditors; or (d) if such Party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

13. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at its address, as set forth below:

Customer:

City of West Chicago
c/o: Michael Guttman, City Administrator
475 Main Street
West Chicago, IL 60185

Contractor:

Andy Frain Services, Inc.
761 Shoreline Dr.
Aurora, IL 60504
Tel: (630) 820-3820
Attention: David Clayton, President
Copy: Stacey McGlynn Atkins, General Counsel

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery

notice; notices sent by facsimile will be deemed received on the date transmitted as indicated on the facsimile transmission confirmation page. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given, shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time change its contact information listed above in this section 14 (*Notices*).

14. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party provided, however, that so long as a Party is not in default under this Agreement, that Party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks.

15. Confidentiality. By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information means any and all technical and non-technical information provided by either Party to the other, including but not limited to trade secret, and proprietary information of all types, including, but not limited to, business methods, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning financial information, procurement requirements, purchasing, manufacturing, customer lists, customer data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Each Party shall permit access to Confidential Information of the other Party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. To the extent allowable by law, Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 16 with regard to a disclosure that was in response to a valid order by a court or other governmental body or otherwise required by law, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party. Nothing shall prevent either Party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity or pursuant to lawfully issued subpoena as required by law.

16. Entire Agreement. This Agreement, including all Exhibits, Schedules and Statements of Work hereto (which are incorporated herein by reference), constitutes the complete agreement of the Parties with

respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the Parties concerning the same, whether written or oral. Should any term contained in any Exhibit conflict with any provision of this Agreement, the provision contained in this Agreement controls, unless the term contained in the Exhibit expressly states otherwise. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein.

17. Modifications and Amendments. This Agreement shall not be modified or amended in any respect except by written instrument duly executed by or on behalf of each of the Parties. Any language or provisions contained on either Party's website or product schedule or contained in any shrinkwrap or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend this Agreement.

18. No Third Parties. No person other than the Parties to this Agreement has any rights or remedies to, under or deriving from this Agreement. This Agreement creates no third-party benefits.

19. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

20. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement may be completed by electronic signature or e-mail transmission. Electronic or e-mail signatures shall have the same force and effect as an original, hard copy of such signature.

b. Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.

c. Choice of Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, DuPage County. The Parties' consent that any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Illinois and the Parties waive any right to object to the jurisdiction of the State of Illinois over any dispute concerning this Agreement.

d. Non-Waiver. Any waiver, permission, consent or approval of any kind or nature by any party hereto, must be in writing and shall be effective only in the specific instance, to the extent of and for the specific purpose given, and the same shall not operate or be construed as a waiver of any subsequent breach, default, provision or condition of this Agreement by any party hereto, including the party to whom originally given.

e. Successors. This Agreement shall be binding upon and inure to the benefit of Contractor and Customer and their representative successors and/or assigns.

f. Time is of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.

[SERVICE AGREEMENT SIGNATURE PAGE TO FOLLOW]

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

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: _____

Laura Grund
Executive Vice President

Date: _____

CITY OF WEST CHICAGO

By: _____

Name: Ruben Pineda
Title: Mayor, City of West Chicago

Date: _____

SCHEDULE 1

STATEMENT OF WORK Crossing Guards- City of West Chicago

This Statement of Work ("Statement of Work") is entered into as of August 1, 2022 (the "Effective Date") by and between Andy Frain Services, Inc., an Illinois corporation having a place of business at 761 Shoreline Dr., Aurora, IL 60504 ("Contractor") and City of West Chicago ("Customer"). Contractor and Customer may be collectively referred to herein as the "Parties". All capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties entered into that certain Service Agreement (the "Agreement");

WHEREAS, the Parties desire to execute this Statement of Work which is issued pursuant to the Agreement; and

WHEREAS, the Parties agree that this Statement of Work shall be incorporated by reference into the Agreement.

Now therefore, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. The Services shall consist of Crossing Guard Personnel furnished for Customer at the Properties (defined below).
2. Term. The Term of this Statement of Work shall be from August 1, 2022 to December 31, 2023, with three (3) one-year options to renew.
3. Service Locations. At such specific locations pursuant to written post orders (defined below) ("Properties"):

Crossing

Currier School - Gary's Mill Rd
Pioneer School - Brown & Kenwood
Norton Creek School - Bainridge Dr
Turner School - Ingalton & James
Gary School - Joliet & Forest
Turner School - National & Elite
Wegner School - Marcella & Thomas
Wegner School - Marcella & Westwood

4. Scope of Work. Provide crossing guards at the Property pursuant to Customer's requested post orders.

5. Rates. Contractor shall provide the Service Personnel and Equipment at the below hourly rate:

Service Personnel	Bill Rate
Crossing Guard	\$22.10
Supervisor	\$23.49

Crossing Guard Rate is per post – eight (8) in total, manned during two (2) shifts: A.M. Shift 8:15 a.m. to 8:45 a.m., and P.M. Shift 3:15 p.m. to 3:45 p.m, with each guard being paid 1 hour per crossing guard post. Note that the P.M. shift start time may be adjusted to accommodate less-than-full school days. A Crossing Guard will be at the agreed upon post on each school day (approximately 172 days total), per the school calendar as approved by the District 33 Board of Education.

Once the position is filled, the Crossing Guard Supervisor shall be billed a minimum of four (4) hours per school day.

Included:

- All management and administrative cost; industry standard training
- Pre-employment drug screening
- Criminal background checks
- All uniforms, payroll and associated expense
- All recruiting, screening and hiring expense
- Workers Compensation, Auto, and General Liability Insurance

Additional coverage hours requested by Customer beyond those set forth in the Deployment (standard crossing days based on the approved school year calendar) will be billed at standard bill rates with one-week advance notice, additional coverage hours without one-week advance notice, will be billed at 1 1/2 time the standard bill rate.

Holiday pay and bill rates will; be 1-1/2 times the normal rate (Holidays listed below)

Holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Invoicing: a) due net 30.

Invoices shall be sent to:

City of West Chicago
c/o: Dean Myles
475 Main Street
West Chicago, IL 60185

6. This Statement of Work shall be incorporated into the Agreement by reference.

7. The Parties hereby acknowledge that this Statement of Work may contain terms and conditions that conflict with the terms and conditions of the Agreement. To the extent of any such conflict, the Parties agree that the terms and conditions of the Agreement shall control. In addition, the Parties agree that the Agreement shall not be modified, supplemented, or amended by the terms of any invoice, purchase order, and/or other document.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of the first date written above.

CONTRACTOR:
ANDY FRAIN SERVICES, INC.

CUSTOMER:
CITY OF WEST CHICAGO

By: _____
Laura Grund
Executive Vice President
Date: _____

By: _____
Ruben Pineda
Mayor, City of West Chicago
Date: _____

**AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE BOARD OF
EDUCATION OF WEST CHICAGO SCHOOL DISTRICT #33**

This agreement is entered between the City of West Chicago (the "City") and the Board of Education of West Chicago School District #33 (the "School District").

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14(b), requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records, or information contained therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to juvenile authorities (including law enforcement officers) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the Board of Education of the School District and the City agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the City are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the City hereby agree as follows:

1. **ESTABLISHMENT OF A REPORTING SYSTEM.** The School District and the City hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the City of West Chicago Police Department ("Police Department") regarding juvenile and criminal offenses involving students.

2. **REPORTING AND INFORMATION SHARING.** The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.
3. **DESIGNATED REPRESENTATIVES.** The Police Department will designate an appropriate employee ("the Police Department's Designee") to be the School District's contact person for purposes of this Agreement. The School District's Superintendent shall provide the Police Department's Designee with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the school and aid in the proper rehabilitation of the child. The Police Department's Designee will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Police Department's Representatives".
4. **SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent or School Principal, or their designee(s), will report any alleged or suspected criminal activities committed by a student enrolled in School District (See 1996 Ill. Atty. Gen. Op. 96-040).
5. **SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.** The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.
 - a) **School Superintendent.** The School Superintendent (or his/her designee) is to immediately report the following to the Police Department:
 - i. **Firearms.** Any incident involving a firearm in a school or on school owned or leased property and on any transportation, that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/10-27.1A, as amended.
 - ii. **Drugs.** Any incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/102], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B

b) **School Principal.** The School Principal (or his/her designee) is to immediately report the following to the Police Department:

- i. **Firearms.** Upon receiving a report from any school staff, or any other person that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27. 1A, as amended.
- ii. **Attacks on School Personnel.** Upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7, as amended.
- iii. **Cannabis, illegal Drugs or Controlled Substances on or Near School Grounds.** Within 48 hours of becoming aware, a report of any violation of Section 5.2 of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or Section 401 and subsection (b) of Section 407 of the Illinois Controlled Substances Act in a school, on school property, or within 1,000 feet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/2, as amended.

6. **SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.** School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- a) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official law enforcement duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.
- b) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified no later than the next school day after the date the information is released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:

- i. **Degree of Threat.** Seriousness of threat to health/safety of student or others;
- ii. **Need.** Need for records to meet the emergency;
- iii. **Police Department Involvement.** Whether the Police Department is in a position to deal with the emergency; and
- iv. **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il. Admin. Code §375.60

- c) **Law Enforcement Records Not School Records.** It is recognized that the information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d), as amended.

7. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT. The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Police Department's Representative may:

- a) **Students Under 18 Years Old.** Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District if the minor has been arrested or taken into custody before his or her 18th birthday for the offenses listed below, provided that the Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials.
 - i. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
 - ii. a violation of the Illinois Controlled Substance Act, as amended;
 - iii. a violation of the Cannabis Control Act, as amended;
 - iv. a violation of the Methamphetamine Control and Community Protection Act; as amended; and
 - v. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended;
 - vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
 - vii. a violation of the Hazing Act, as amended; or
 - viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of student and employees in the school.

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current Police Department investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record (See 705ILCS 405/1-7, as amended).

8. **COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.** Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request Police Department services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.
9. **SCHOOL RESOURCE OFFICERS (SROs).** Based upon manpower availability, the Police Department's Chief of Police shall select up to two sworn police officers, who shall be a permanent full-time members of the Police Department, as the SROs. The SROs shall at all times remain under the direction and control of the Chief of Police, pursuant to the established chain of command within the Police Department, and shall be subject to discipline in accordance with the Police Department's rules and regulations concerning members of the Police Department, as the same may be amended from time to time.

The Chief of Police shall give consideration to the following criteria in selecting the SRO:

- a) The ability to work effectively with School District #33 students, faculty, and administrators toward the accomplishment of the program's goals.
- b) The ability to project a positive police image in the school(s) and the community.
- c) The ability to address a variety of police and school programs in a professional and courteous manner.
- d) The level of expertise in investigative procedures and techniques related to youth matters.
- e) The level of expertise in State laws and local ordinances related to juvenile offenders.
- f) The level of expertise in the procedures of the juvenile courts and the Illinois Youth Commission.
- g) Input from the District's Superintendent or her designee.

10. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS (SROs). The Police Department shall assign the SROs to perform the following duties:

- a) Patrol of the school buildings and grounds during regular school hours and school-sponsored extracurricular activities during the SRO's regular shift; work by the SRO after his/her regular shift or work done by any other officer will be invoiced separately.
- b) Investigation of criminal activities which occur in the school buildings and/or on the school grounds.
- c) Provision of pre-court intervention between the Police Department, the District, the students, and their parents.
- d) Assistance in obtaining services for students from social service agencies.
- e) Conduct of instructional programs, in conjunction with the school staff, for students, parents, and/or school staff relating to law enforcement issues and topics, including substance abuse, gang activities, domestic violence, and sexual abuse.

The SROs may be assigned to other, non-school related police functions during such periods when the schools are not in session, such as vacation and holiday periods, and shall always be subject to call for other non-school related police functions as the Police Department's Chief of Police or Deputy Chief deem reasonable and necessary.

11. COSTS OF SCHOOL RESOURCE OFFICER (SROs). The SRO shall be an employee of the Police Department and shall receive compensation and benefits from the Police Department in accordance with the Collective Bargaining Agreement between the City and the Fraternal Order of Police.

The District shall reimburse the City for 50% of its costs relating to the SRO, at an initial rate of \$167,900 per SRO (2022-2023 School Year amount). For each subsequent school year, the rate shall increase by 7.5% and be rounded up to the nearest one hundred dollars; this annual adjustment represents the blended percentage increase for salary, benefits, insurance, and pension. The District shall make such reimbursement payments in two (2) equal installments each year, one installment being due on or before August 31st of each year and the other installment being due on or before January 31st of each year. Should the Police Department have a manpower shortage that requires the Chief of Police to temporarily or permanently reassign the SROs to carry out duties not listed in Section 10 of this Agreement when school is in session, the City will reimburse the School District for any time they are not serving as SROs on a pro rata basis.

In addition to reimbursement, the District will provide office space, telephone, and other commodities in support of the SRO program.

12. LIVE FEEDS FROM SCHOOL CAMERAS. The School District will provide access to its live feeds, to one or more of its buildings in the event of a health or safety emergency. Access

is strictly to allow the Police Department's officers to become familiar with the current conditions that underlie the health or safety emergency in the School District's buildings.

13. **POLICE DEPARTMENT REQUESTS TO ACCESS RECORDED SECURITY CAMERA FOOTAGE.** In the event that criminal action is recorded on security camera footage, a copy of the footage may be released to Police Department personnel, consistent with State and federal law. Requests for access to security camera footage by the Police Department will be directed to the Director of Business Services and Operations for review and processing.

14. **STUDENT INTERVIEWS.** Board Policy 7:150, *Agency and Police Interviews*, and administrative procedure 7:150-AP, *Agency and Police Interviews*, are incorporated into this Agreement and must be followed at all times. Within its standard operating procedures, the Police Department will include training for officers about this policy and procedure, along with information about how to access the School District's policies and procedures.

Before detaining and questioning a student who is on school grounds and who is seventeen years of age or younger and who is suspected of committing a criminal act, the SRO and Police Department officers must:

- a) Ensure that notification or attempted notification of the student's parent or guardian is made; and
- b) Document the time and manner in which the notification or attempted notification was made.

Before questioning the student about suspected criminal behavior, the SRO and Police Department officers must make reasonable efforts to ensure that the student's parent or guardian is present during questioning. Should the parent or guardian not be present during questioning, the SRO and Police Department officers must ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during questioning. Further, if practicable, the SRO and Police Department officers must make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.

The above provisions do not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to:

- a) Prevent bodily harm or injury to the student or any other person;
- b) Apprehend an armed or fleeing suspect;
- c) Prevent the destruction of evidence; and/or
- d) Address an emergency or other dangerous situation.

See School Code Section 22-85 (105 ILCS 5/22-85).

15. **BODY-WORN CAMERAS (BWCs).** All parties agree that the use of the BWCs by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of BWCs. The Police Department may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others on school property, upon request for such copies by the School District, as a law enforcement record. In the event that the Police Department receives advice that providing a copy of such videos is prohibited, the Police Department agrees to utilize its best efforts to facilitate the availability of the officer(s) that made the video to testify, upon request by the School District, in any disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the Police Department may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g and 34 C.F.R. Section 99.8) and Ill. School Student Records Act (ISSRA) (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the School District. The Police Department's officers shall at all times recognize and comply with the confidentiality of the student and education records.

16. **SCHOOL CROSSING GUARDS.** The City and School District agree to equally share the costs associated with crossing guards to be providing services at the following locations: Gary's Mill Road (Currier School), Brown/Kenwood (Pioneer School), Ingaltan/James (Turner School), National/Elite (Turner School), Joliet/Forest (Gary School), Marcella/Thomas (Wegner School) and Marcella/Westwood (Wegner School). The City will contract with a third party to provide crossing guard services and shall invoice the School District for 50% of those costs on a quarterly basis; the School District shall also reimburse the City for 40% of the cost of a Crossing Guard Supervisor. Said reimbursement shall be made within thirty (30) days of the date of the invoices.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF WEST CHICAGO, an Illinois municipal corporation

By: _____
Mayor

Date: _____

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33, a body corporate and politic

By: _____
President

Date: _____

AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE BOARD OF EDUCATION OF ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT #303

This agreement is entered between the City of West Chicago (the "City") and the Board of Education of St. Charles Community Unit School District #303 (the "School District").

WHEREAS, the School District and the City are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the City hereby agree to equally share the costs associated with one crossing guard Bainbridge Boulevard and Smith Road for students going to and from Norton Creek School. The City will contract with a third party to provide crossing guard services and shall invoice the School District for 50% of those costs on a quarterly basis; the School District shall also reimburse the City for 10% of the cost of a Crossing Guard Supervisor. Said reimbursement shall be made within thirty (30) days of the date of the invoices.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF WEST CHICAGO, an Illinois municipal corporation

By: _____
Mayor

Date: _____

ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT NO. 33, a body corporate and politic

By: _____
President

Date: _____

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 22-R-0056

A Resolution Approving a Service Agreement with Andy Frain Services, Inc for Police Records Clerks.

AGENDA ITEM NUMBER: 4. B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: September 26, 2022

COUNCIL AGENDA DATE: October 3, 2022

PREPARED BY: Colin Fleury, Chief of Police

SIGNATURE _____

APPROVED BY: Michael Guttman, City Administrator

SIGNATURE _____

ITEM SUMMARY:

The City of West Chicago has a contract with Andy Frain Services, Inc, which provides three Police Records Clerk to the Police Department.

Due to rising inflation and difficulty finding employees to fill the Police Record Clerk positions, Andy Frain Services proposed an increase in the wages for the Clerks from \$22.98 per hour to \$23.80 per hour and an increase in other benefits such as paid time off, vacation time accrual and personal days. All other benefits are covered by Andy Frain Services, Inc. This will increase the total cost for this service from \$143,400 to \$148,512.

Staff is requesting to enter into a new Services Agreement with Andy Frain Services, Inc. for the Police Records Clerks for an amount not to exceed \$148.512.

Please see the attached Service Agreement, Exhibit A.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 22-R-0056

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0056

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN
AGREEMENT WITH ANDY FRAIN SERVICES.**

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 Executive Office Assistant is authorized to attest certain Agreement with Andy Frain Services, Inc., a copy of which is attached hereto as Exhibit "A."

APPROVED this 3rd day of October 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



SERVICE AGREEMENT

City of West Chicago Police Department Records Clerks

This Service Agreement (“Agreement”) is entered into as of August 1, 2022 (“Effective Date”), by and between Andy Frain Services, Inc., an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL 60504 (“Contractor”), and the City of West Chicago, with its principal place of business at 475 Main Street, West Chicago, IL 60185 (“Customer”) (collectively, the “Parties”).

UNDERSTANDINGS

1. Customer represents that it owns and operates the premises as more fully described in the Location of Services identified in Schedule 1 to this Agreement;
2. Contractor is in the business of supplying personnel and related services (“Services”) and is willing to furnish such services and personnel to Customer with respect to the Property and subject to the terms, conditions and provisions of this Agreement; and
3. Customer desires Contractor to furnish the Services and Contractor desires to furnish the Services at the Property, as further described below.

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Customer hereby agree as follows:

AGREEMENT

1. **Engagement.** Customer and Contractor agree that Contractor shall furnish Services at the Property (as defined in Schedule 1), and Contractor agrees to furnish Services and subject to the terms, conditions, and provisions of this Agreement. The rates, location, scope, and other specifics of the Services (i.e., the “Statement of Work”) are more fully described in Schedule 1. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions set forth in Schedule 1, the terms and conditions of this Agreement shall control.
2. **Term.** This Agreement shall commence on August 1, 2022 and shall continue until December 31, 2023 (“Initial Term”), unless terminated earlier pursuant to the terms and conditions of this Agreement. After the Initial Term of this Agreement, the Parties may exercise three (3) one-year options for extension, memorialized by the mutual written agreement of the Parties.
3. **Nature of Services.** As set forth in Schedule 1, Contractor shall furnish personnel (“Service Personnel”) as requested by Customer at the Property in accordance with the terms and conditions of this Agreement.
 - a. The Contractor’s Service Personnel shall be assigned to specific posts at the Property pursuant to an agreed upon personnel deployment. The service dates, number of Service Personnel, hours and locations for Services may also be included in Schedule 1.

Any Post Orders (special assignment details to the position) prepared by or at the direction of Customer may also include information related to the assigned post, provided, however, that such Post Orders are not incorporated herein and may not contradict the terms of this Agreement. In the event of a conflict between the Contractor's obligations set forth herein and any applicable Post Orders, this Agreement shall control.

b. If at any time Contractor believes that additional Service Personnel or related actions in excess of the Services expressly requested by Customer are necessary to properly furnish Services at the Property, Contractor may so inform Customer. However, the Parties agree that Contractor's responsibility is solely limited to providing Service Personnel, and Contractor has not been engaged by Customer as a consultant or otherwise to provide advice or an assessment of security, safety, site evaluation or event staffing needs at the Property, except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or security or safety assessments made by Customer or anyone else, including pertaining to the sufficiency and assigned location of Service Personnel.

4. Obligations of Contractor. Contractor agrees as follows:

a. Contractor shall provide the Service Personnel and furnish the Services requested by Customer. The Parties agree that any change in the scope of Services contemplated by this Agreement, including any modification, supplementation or reduction in Services, shall be made by a request in writing by Customer and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Customer and Contractor.

b. Contractor represents that all Service Personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services.

c. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with any equipment identified in Schedule 1, as it shall, with the approval of Customer, deem necessary or appropriate.

d. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the industry.

e. Contractor shall comply with all applicable local, State, and Federal laws, rules and regulations which govern the Services and furnishing of the same.

f. Contractor represents it is fully authorized to furnish Services at the Property.

5. Obligations of Customer. Customer agrees as follows:

a. Customer shall pay Contractor for the Services provided by Contractor at the rates mutually agreed upon and pursuant to the terms and conditions contained stated in this Agreement.

b. Customer shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of Service Personnel requested under this Agreement. Customer will not materially alter any express instructions or directions given by Contractor to the Service Personnel. To the extent allowed by law, Customer shall be solely liable for any and all such alterations or supervision and agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to such alterations and/or supervision, but only to the extent they were the result of and caused by such alterations or supervision.

c. To effectuate this Agreement, Customer shall provide Contractor with such information, including the Post Orders concerning the Property or sufficient information to enable Contractor to prepare Post Orders for the Property, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Customer shall provide Contractor with information Customer has pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property. In the event that Contractor believes it requires additional information, it shall contact Customer within seven (7) calendar days. Except as otherwise set forth herein or agreed by Contractor, Customer shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

e. Customer represents it is fully authorized to retain Contractor to provide Services at the Property.

6. Payment Terms.

a. Rates. Customer shall remit payments to Contractor for all performed Services at the rates set forth in Schedule 1.

b. Invoices. Contractor shall invoice Customer for Services performed under this Agreement. Invoices shall be sent to Customer on a monthly schedule at the following:

City of West Chicago
c/o: Dean Myles
475 Main Street
West Chicago, IL 60185

c. Payment. Payments for Services for each invoice are due thirty (30) calendar days from the invoice date. Any objection, dispute or claim regarding the amount of an invoice or the Services rendered (or not rendered) must be sent in writing by Customer to Contractor within thirty (30) calendar days from the date Customer received such invoice, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, or such objection, dispute or claim shall for all purposes be deemed waived by Customer. The Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) shall apply and govern any payment of a late fee for any unpaid, outstanding total balance owed for

Services per month (or any part thereof). The Customer shall pay all reasonable collection and attorney's fees and costs which may be incurred by Contractor in the attempted collection or collection of any properly submitted invoice(s) not paid pursuant to this Agreement.

d. Records. Upon request and in accordance with its obligations under the Freedom of Information Act (5 ILCS 140/7(2) ("FOIA") and the Local Records Act (50 ILCS 205/1, *et seq.*), the Contractor shall furnish Customer with copies of all records pertaining to this Agreement, including completed timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain information sufficiently detailed so as to indicate the Property where and when such Services were performed and with what Service Personnel. Contractor shall retain possession of such records in accordance with the requirements of the FOIA and LRA.

e. Rate Change. Rates as stated herein are subject to adjustment for changes in any Federal, State, or municipal law, regulation, or administrative ruling resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Contractor desires to adjust such rates, Contractor shall provide Customer with written notice of such desired adjustment. Within thirty (30) calendar days of receiving such notice of desired adjustment, Customer may terminate this Agreement otherwise, after such notice period, such desired adjustment shall become immediately effective and shall remain in effect until the earlier of termination of this Agreement or any further annual or other adjustment as provided by this Agreement.

f. Cancellation Fee. Contractor has allocated resources to the Services that may be difficult or impractical to reallocate to other projects in the event of any cancellation. In the event of cancellation of this Agreement less than 48 hours prior to the commencement of Services date, Customer shall pay 4 hours for each Contractor employee scheduled to provide Services. In the event of cancellation of this Agreement after its commencement date, but prior to the termination date, Customer shall pay for all hours actually worked and a 15% cancellation fee predicated on the estimated subtotal for Contractor Services to have been provided through the termination date provided in Section 2 above.

7. Service Personnel. Contractor's Service Personnel shall meet the following requirements:

a. Independent Contractor. Contractor is an independent contractor of Customer. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Customer. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as the employer of the Service Personnel.

b. Supervision. The customer shall at all times be responsible for the direct supervision of Service Personnel, contractors, subcontractors, agents, licensees, and those assigned to and responsible for managing Services at the Property. A designated representative of Contractor shall, in turn, report and confer with a designated representative of Customer at the Property with respect to the Services performed under this Agreement. Such reporting and conferring shall occur as frequently as mutually agreed upon by the Parties from time to time.

c. **Background Checks.** Contractor represents that Contractor has or will perform criminal background checks for all Service Personnel in accordance with applicable Federal, State, municipal and local law that includes criminal and, if applicable, motor vehicle histories and may include other matters as required by applicable law. Contractor further represents that all such Service Personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense. The cost of any additional background checks or more extensive background checks required by Customer shall be reimbursed by Customer.

8. **Equipment.** Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the sites identified in this Agreement shall remain the property of Contractor, and Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

9. **Insurance.** Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor and the Service Personnel furnishing Services at the Property, as follows:

TYPE OF INSURANCE	LIMIT OF INSURANCE
General Commercial Liability - Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000 Combined Single Limit
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Customer its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies. Prior to commencing Services under this Agreement, contractor shall furnish to Customer Certificates of Insurance, with policy declarations and endorsements attached, reflecting Customer's status as an additional insured on these policies, on a primary and noncontributory basis.

10. **Indemnification.** Contractor shall indemnify Customer, its officers, members, affiliates, subsidiaries, and employees from and against losses, claims, damages, injuries, liabilities and judgments that Customer may sustain and which are determined to by court of law to be caused solely by the direct, gross negligent acts of Contractor or Service Personnel while engaged in the performance of contracted-for Services under this Agreement, and subject to the provisions set forth herein. To the extent allowable by law, Customer shall indemnify Contractor, its officers, members, affiliates, subsidiaries and employees from and against losses, claims, damages, injuries, liabilities and judgments that Contractor may sustain and which are determined by court of law to be caused negligent or contributory negligent acts of Customer.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory

negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall due to any premises defect while on or near the premises of Customer. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury or illness caused by any person entering onto Customer's property. Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts of Contractor and its employees while performing agreed upon duties and Services.

11. Limitation of Liability.

a. **Liability:** Contractor shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered or incurred by Customer arising directly or indirectly from the performance or non-performance of Contractor's obligations under this Agreement (including, but not limited to, a failure to meet the agreed upon number of Service Personnel for the purposes of the Agreement), any breach of Contractor's obligations under or in connection with this Agreement or from any negligence, misrepresentation or other act or omission by Contractor or Contractor's employees, agents or contractors.

b. **Maximum Liability:** Contractor's liability, whether in contract or pursuant to any cancellation of this Agreement or in tort or otherwise, in respect to all claims for costs, loss, damage or injury arising from breach of any of Contractor's obligations arising under or in connection with this Agreement, from any cancellation of this Agreement or from any negligence, misrepresentation or other act or omission by Contractor or its employees, agents or contractors, shall not exceed \$500 in respect of one event (or a series arising from

the same event). Where there is more than one event (or series arising) Contractor's aggregate maximum liability during the term of this Agreement is limited to \$500.

c. The limitations contained in this Section 11 shall not apply to any third-party claim against Customer, or to Contractor's obligations of indemnity and defense as provided in Section 10 above.

12. Contractor's Employees. During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, Customer shall not directly solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

13. Force Majeure/Suspension of Service. In the event that Customer's operations at the Property where services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, epidemic, pandemic, fire, flood, catastrophic weather-like issue, earthquake, force of nature, explosion, embargo, Act of God, or other cause beyond the control of the Customer, then those portions of this Agreement concerning Services to be provided at the affected Property shall, upon twenty-four (24) hours written notice from Customer to Contractor, be suspended until further written notice by Customer to Contractor. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided or scheduled to be provided prior to such suspension of, or decrease in, operations.

In the event Contractor is prevented from completing this Agreement by reason of Force Majeure, this Agreement may be suspended for the duration of such hardships, on twenty-four (24) hours' notice addressed by Contractor to Customer, provided that Contractor uses reasonable efforts to cure or mitigate any delays or failure to perform.

14. Default. Each Party may terminate this Agreement immediately if any of the following events shall occur: (a) default by the other Party in the performance of the terms and conditions of this Agreement, including but not limited to Customer's failure to timely make payments required hereunder when due, which default continues for five (5) calendar days or more after written notice from the other Party; (b) if at any time during the term of the Agreement there shall be filed by such Party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such Party's property; (c) if such Party makes an assignment for the benefit of creditors; or (d) if such Party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

15. Notices. All notices with respect to or required by this Agreement shall be deemed sufficient if deposited with the United States mail, certified or registered, with adequate postage affixed and properly addressed to the respective receiving Party at the address identified below:

To Customer:

City of West Chicago
c/o: Michael Guttman, City Administrator
475 Main Street
West Chicago, IL 60185

To Contractor:

Andy Frain Services, Inc.
Attn: David Clayton, President & CEO
761 Shoreline Drive.
Aurora, IL 60504
Tel: (630) 820-3820
Copy: Stacey McGlynn Atkins, General Counsel

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notices; notices sent by facsimile will be deemed received on the date transmitted as indicated on the facsimile transmission confirmation page. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given, shall not affect the validity or the effectiveness of the notice, request, or other communication. In the event of a change in address or fax number, the Parties agree, if feasible, to provide at least five (5) days' prior written notice thereof.

16. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party provided, however, that so long as a Party is not in default under this Agreement, that Party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks.

17. Confidentiality. By virtue of the Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information means any and all technical and non-technical information provided by either Party to the other, including but not limited to trade secret, and proprietary information of all types, including, but not limited to, business methods, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning financial information, procurement requirements, purchasing, manufacturing, customer lists, customer data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Each Party shall permit access to Confidential Information of the other Party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. To the extent allowed by law, each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement, or as otherwise required by law. Any

reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 16 with regard to a disclosure that was in response to a valid order by a court or other governmental body or otherwise required by law, including requests pursuant to the Illinois Freedom of Information Act, 5 ILCS 40/1, et seq. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Nothing shall prevent either Party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity or pursuant to lawfully issued subpoena, or as otherwise required by law.

18. Entire Agreement, Amendments. This Agreement, Schedules, and other items expressly incorporated herein constitute the entire understanding and agreement of the Parties with respect to matters contained herein and supersede all prior agreements or understandings, if any, between the Parties related to the matters contained herein. Neither Party has relied on any, nor are there any, oral or parol agreements, promises, representations or inducements not contained in this Agreement. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by an agreement in writing signed by each of the Parties.

19. No Third Parties. No person other than the Parties to this Agreement has any rights or remedies to, under or deriving from this Agreement. This Agreement creates no third-party benefits.

20. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

21. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement may be completed by electronic signature or e-mail transmission. Electronic or e-mail signatures shall have the same force and effect as an original, hard copy of such signature.

b. Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.

c. Choice of Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, DuPage County. The Parties' consent that any action brought to enforce the terms of this Agreement shall be brought in the Circuit Court of Will County, Illinois and the parties waive any right to object to the jurisdiction of the State of Illinois over any dispute concerning this Agreement.

d. Non-Waiver. Any waiver, permission, consent or approval of any kind or nature by any party hereto, must be in writing and shall be effective only in the specific instance, to the extent of and for the specific purpose given, and the same shall not operate or be construed as a waiver of any subsequent breach, default, provision or condition of this Agreement by any party hereto, including the party to whom originally given.

e. Successors. This Agreement shall be binding upon and inure to the benefit of Contractor and Customer and their representative successors and/or assigns.

f. Time is of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.

[SERVICE AGREEMENT SIGNATURE PAGE TO FOLLOW]

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

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: _____

Laura Grund
Executive Vice President

Date: _____

CITY OF WEST CHICAGO

By: _____

Ruben Pineda
Mayor, City of West Chicago

Date: _____

SCHEDULE 1

STATEMENT OF WORK

City of West Chicago Police Department Records Clerks

This Statement of Work ("Statement of Work") is entered into as of August 1, 2022 (the "Effective Date") by and between Andy Frain Services, Inc., an Illinois corporation having a place of business at 761 Shoreline Dr., Aurora, IL 60504 ("Contractor") and City of West Chicago ("Customer"). Contractor and Customer may be collectively referred to herein as the "Parties". All capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties entered into that certain Service Agreement (the "Agreement");

WHEREAS, the Parties desire to execute this Statement of Work which is issued pursuant to the Agreement;

WHEREAS, the Parties agree that this Statement of Work shall be incorporated by reference into the Agreement;

Now therefore, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. The Services shall consist of Record Clerk Services Personnel furnished for Customer at the Property (defined below).
2. Term. The Term of this Statement of Work shall be as provided in the Agreement, and subject to the terms and conditions of the Agreement.
3. Service Location. 325 Spencer Street West Chicago, IL 60185 (hereafter "Property"). Locations may be added or removed via written consent of the Parties.
4. Scope of Work. Provide Record Clerk Service Personnel at the Property pursuant to Customer's requested post orders.
5. Rates. Contractor shall provide the Service Personnel and Equipment at the below rate:

August 1, 2022 – December 31, 2023

Service Personnel	Regular	Holiday
Record Clerk	\$23.80	\$35.70

The Parties expressly agree that personnel will work 8.5-hour shifts (including a half-hour unpaid lunch), minimum 260 workdays, Monday – Friday.

The Parties expressly agree that the Contractor will provide three (3) Record Clerk Service Personnel per workday.

The Parties expressly agree that personnel will receive five (5) personal time off (PTO) days per calendar year, funded by the Customer.

The Parties expressly agree that personnel will receive one (1) week (five (5) business days) vacation time per calendar year, funded by the Customer.

The Parties expressly agree that personnel will accrue PTO and vacation time at a rate of 0.31 hrs. per full day worked, effective first day of billable services.

Included:

- All management and administrative cost; industry standard training and state certification (for licensed positions)
- All payroll and associated expense
- All recruiting, screening and hiring expense
- Workers Compensation, Auto, and General Liability Insurance

Additional coverage hours requested by Customer beyond those set forth in the Deployment (request for work hours outside of standard work day or agreed to OnShift shift extension/overtime) will be billed at standard bill rates with one-week advance notice, additional coverage hours without one-week advance notice, will be billed at 1½ times the standard bill rate.

The Customer agrees to provide for eight paid Holidays per calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Record Clerk Service Personnel will be off of work as well as receive eight hours of pay at the normal rate for these Holidays, funded by the Customer. The actual dates these Holidays will be observed for purposes of this Agreement will be consistent with those for City of West Chicago employees not subject to Collective Bargaining Agreements.

Invoicing: a) due net 30.

Invoices shall be sent to:

City of West Chicago
c/o: Dean Myles
475 Main Street
West Chicago, IL 60185

6. This Statement of Work shall be incorporated into the Agreement by reference.

7. The Parties hereby acknowledge that this Statement of Work may contain terms and conditions that conflict with the terms and conditions of the Agreement. To the extent of any such conflict, the Parties agree that the terms and conditions of the Agreement shall control. In addition, the Parties agree that the Agreement shall not be modified,

supplemented, or amended by the terms of any invoice, purchase order, and/or other document.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of the first date written above.

CONTRACTOR:
ANDY FRAIN SERVICES, INC.

CUSTOMER:
CITY OF WEST CHICAGO

By: _____
Laura Grund
Executive Vice President
Date: _____

By: _____
Ruben Pineda
Mayor, City of West Chicago
Date: _____

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Contract Agreement for Park Planning Services with Upland Design Ltd.

Resolution No. 22-R-0054

AGENDA ITEM NUMBER: 4.C.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 26, 2022

COUNCIL AGENDA DATE: _____

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE  _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The remaining environmental remediation of the former Rare Earth Facility site on the City's south side, also referred to as the former Kerr-McGee site, will be concluding in the next 3-5 years. Once completed, the property will be transferred to the City. The City intends to eventually construct a community park on the property. Before this occurs, the City will develop a master plan of the future park. City staff recently advertised for professional services to assist the City with these plans and design services for the future park project. The City has budgeted \$25,000 for this planning process.

City staff received two proposals for these services including Hitchcock Design Group and Upland Design Ltd. The quote from Hitchcock design group was over budget at \$36,800 while Upland Design Ltd. provided a quote slightly less than the budgeted amount at \$23,200, with other reimbursable costs (printing, mileage, etc.).. Upland Design Ltd. is an accomplished firm that has extensive experience in the Chicagoland area with park planning that focuses on community input. Staff is recommending that the City Council authorize the Mayor to enter into the contract agreement with Upland Design Ltd. for professional services.

The planning process will take approximately 3-4 months commencing in early October and anticipated to be completed in January of 2023. The main components of the park planning services include site analysis, needs assessment, various community outreach efforts including multiple public input meetings, development of a master plan, phasing plan, and construction cost estimates. Budgeting for the implementation and construction will not occur until 2024 at the earliest. This timeframe allows the City time to identify revenue and partnership resources for the desired park.

ACTIONS PROPOSED:

Consideration and recommendation of a contract with Upland Design Ltd. for park planning services.

COMMITTEE RECOMMENDATION:

Draft Resolution 22-R-0054
Contract Agreement

RESOLUTION NO. 22-R-0054

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH UPLAND DESIGN LTD FOR
MASTER PARK PLAN AND DESIGN SERVICES**

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 a Contract Agreement for a Master Park Plan and Design Services between the City of West Chicago and Upland Design Ltd for an amount not to exceed \$23,200, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd day of October 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Deputy City Clerk Valeria Perez

**AGREEMENT BETWEEN CLIENT and FIRM
FOR LANDSCAPE ARCHITECTURAL SERVICES
PARK PLANNING SERVICES**

City of West Chicago
475 West Main Street
West Chicago, IL 60185
Phone: 630-293-2200.....

The Client

And

Upland Design Ltd.
24042 Lockport Street
Plainfield, IL 60544.....
Phone: 815-254-0091

The Firm

Client and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See Attachment A for description of Landscape Architectural Services.**

2. Excluded Services

Scope of services set forth on Attachment A is included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, engineering of any kind, wetland mitigation, archeological services, environmental testing, engineering, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees, meetings, tree survey, tree preservation plans, irrigation plans or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

4. Firm's Insurance

Firm carries a minimum of the following insurance:

General Liability: \$1,000,000 each occurrence	\$2,000,000 general aggregate
Automobile Liability: \$1,000,000	Umbrella Liability: \$2,000,000
Worker's Compensation: \$500,000	
Professional Liability: \$3,000,000 per occurrence	\$4,000,000 in aggregate

The Firm will provide proof of insurance along with this signed contract with the City of West Chicago listed as a certificate holder and additional insured with approved language and additional insured endorsement forms (see Attachment B). Firm will continue to carry insurance throughout the project.

5. Client Responsibilities

The Client has designated Tom Dabareiner, Community Dev. Director as the contact person for this project. The Firm will direct correspondence and information to the contact person. The Client will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project. The Client agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Client. The Client agrees to advise Firm of any known or suspected contaminants at the Project Site and the Client shall be solely responsible for all subsurface soil conditions.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Client aware of events that will impact the Project schedule.

7. Compensation and Payments

The Client shall pay to the Firm the following lump sum of \$23,200 for the work described herein plus reimbursable costs. Fee is due within 30 days of submittal to the Client.

Phase 1- Pre planning and Site Analysis	\$ 3,700
Phase 2- Public Meetings and Concept Designs	\$15,500
Phase 3- Master Plan and Cost Estimate Preparation	\$ 4,000
TOTAL	\$23,200

Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery. Mileage will be billed at current IRS rates. Firm will additionally bill a one-time reimbursable fee of \$141.00 for the 2022 insurance upgrade.

2022 Rate Sheet Hourly Billing Rates:

Principal Landscape Architect	\$214/hour
Project Landscape Architect	\$145/hour
Landscape Designer	\$128/hour
Office Administration	\$ 88/hour

No additional work shall be added to the contract without authorization from the Client.

8. Suspension or Termination of Services

If the Client in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Client may serve written notice to the Firm setting forth any complaint about Firm’s performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Client may exercise the following remedies:

- a. Terminate the Firm’s services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Client in good faith exercises the above remedies, Client shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Client’s sole and exclusive remedies in the event the Client terminates the Firm’s services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Client agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days’ written notice, Landscape Architect may suspend the performance

of its services if Client fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Client's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Client is legally liable for them) or anyone for whom the Client is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Client and the Firm have allocated the risks such that the Client agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

11. Dispute Resolution

Client and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

12. Ownership of Documents

Copies of the final documents may be retained by the Client at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Client's sole risk and without liability to the Firm or its employees, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Client from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. The Firm reserves the right to include representations of the Project in its promotional and professional materials.

13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Client and the Firm and supersedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

15. No Assignment

Neither party can assign this Agreement without the other party's written permission.

16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2022.

Client

Upland Design Ltd

Sign: _____

Sign



By: _____

By: Michelle A. Kelly, President

Title: _____

Vision

The City of West Chicago has identified the City's older section as needing more recreational areas. The 44.2 acres of land previously owned by Kerr-McGee Company has been identified as a site for a future park. The City would like to involve the community to give input and feedback on the future park site.

Upland Design Ltd will assist the City with our skills in planning, community input gathering, creative park design. Throughout the process we will listen and respond to City representatives, stakeholders and the community.

Potential project elements include the following items, but may be adjusted and/or expanded based on City goals and budget requirements.

- Additional parking areas
- Walking Trails with connection to trail system is preferred
- Natural area within park if possible
- Park amenities such as picnic areas
- Year-round athletic options
- Other needs as identified during planning

A three phase approach is proposed and detailed in the pages that follow. Below is an overall schedule for the planning.

- Phase 1-Pre Planning and Site Analysis
 - October 6th - October 21st, 2022
- Phase 2-Public Meetings and Concept Designs
 - October 24th - December 22nd, 2022
- Phase 3- Master Plan and Cost Estimate Preparation
 - January 2nd - January 16th, 2023



Aerial View of Proposed Site

PHASE 1 - PRE PLANNING AND SITE ANALYSIS

Overview: To provide quality planning a site analysis of existing conditions will be prepared. Items such as soil types, vegetation cover, drainage patterns, utility availability and adjacent land use will be observed. Input from City representatives, stakeholders and community members will be included to develop a picture of recreational needs.

Kick Off Meeting: Gather Site Information and Identify Recreational Needs

A meeting with City representatives to review Park Planning Process and Detailed Work Plan will take place. The following items will be reviewed:

- Timeline and Presentation Dates
- Identify Key Stakeholders including neighbors and potential users
- Project Goals and Objectives
- Recreational Needs of Community
- Site Challenges and Opportunities
- Existing Site Information: The City will share any existing base data and easement information as well as historical documents, maps, past wetland reports, and planning documents pertaining to the site and City.

Base Map

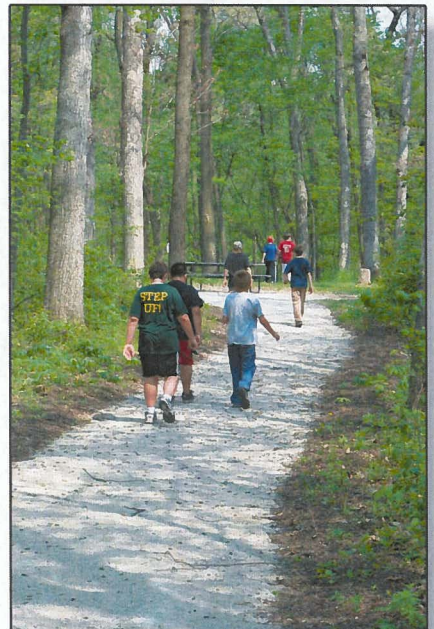
A digital base map will be created to use for planning using base data from the City and an aerial. If a topographic survey is not available, a quote for a survey from an Illinois licensed surveyor will be sought.

Site Analysis Plan and Recreational Needs

- Opportunities and challenges will be identified and delineated in written format.
- Based on input of the City staff along with community documents, a preliminary program of recreational needs for the site will be compiled. These will be shared with the City staff.
- An assessment of existing site, base information and surrounding context will be undertaken. Drainage and utilities will be reviewed.

Idea Boards: The design team will prepare idea images for potential improvements and new recreational options as discussed with the City. A written survey will be prepared for the first public meeting.

City Review Meeting: The above information will be presented and discussed with the City in a virtual meeting. Updates will be made in preparation for the first public meeting.



PHASE 2 - MEETINGS AND CONCEPT DESIGNS

Public Meeting # 1

- Identified key stakeholders, neighbors and the larger community will be invited to an initial public meeting. Site photos along with challenges and opportunities will be reviewed for the park. A discussion of desired improvements, recreational and comfort amenities, along with priorities will take place. Questions regarding the park and possible names will be presented to engage the attendees in an interactive process. The written survey results will be summarized and shared with the City.

Schematic Design Planning

- The design team will prepare two concept designs based on data gathered and input given to date for the park. Each will be accompanied by sketches and/or photos of the project elements.
- General cost estimates will be prepared for each concept plan.

City Review Meeting

- The concept plans and costs will be presented to City staff. A discussion of each concept will take place and input will guide the design team. The City will determine whether one or two concept plans will be taken to the public meeting. Adjustments to the plans will be made and submitted via email to the City for review and comment. Results from the name survey will be discussed as well.
- Once approved, plans will be finalized and color rendered in preparation for the second public meeting.

Second Public Meeting

- A second public meeting will be held to present the concept plan(s) with example photos and sketches. A written survey will be prepared. If the City desires, the concept plans and written survey can also be shared on the City website for the larger community to engage in the process. Our team can set this up as an online survey as well.
- Upland Design will lead an interactive process to engage the community in this meeting and get everyone involved in the input. This can include digital input using smart devices as well as small group breakouts.
- Upland Design will prepare a summary of the input from this meeting and recommendation to move to one master plan.



PHASE 3 - MASTER PLAN/COST ESTIMATE PREPARATION

Detailed Master Plan Creation

- Based on the input from the public meetings and discussion with City representatives, Upland Design will create a preliminary master plan for park including amenities, photos and sketches. The five top park names will be presented.
- Cost estimates will be updated.
- A preliminary phasing plan based on Community and City input will be created. Items that are better to build at the same time will be grouped together. The phasing plan will include a description of items along with detailed cost estimate.

Pre-Permit Review

As part of the planning process, a list of potential permit requirements will be created. Based on past work the following are potential elements that will be considered as planning takes place so that costs and implications of the permit requirements are incorporated into the plan.

City Review Meeting

- The preliminary master plan, costs, phasing and park names will be presented to City staff. A discussion will take place and revisions will be made. (virtual meeting)

City Board Presentation

- The Park Detailed Master Plan will be presented to the Park Board along with the cost estimates. An overview of the planning process will also be given with a discussion of potential phasing ideas. Input from the Park Board will be used to finalize the plans.

Project Meetings

A project review meeting will be held virtually with the City of West Chicago representatives a minimum of every other week and often every week. These will include the review meetings noted above for a total of 10 City meetings. In addition, 2 public meetings and 1 board meeting are included in the scope.

End of Attachment A



DESCRIPTIONS (Continued from Page 1)

The City of West Chicago, its officers, officials, employees, agents, and volunteers as additional insured on a primary and non-contributory basis, and shall contain a waiver of subrogation against the City of West Chicago with respects to General Liability.

POLICY NUMBER: 83 SBA NX7798

CHANGE NUMBER: 005



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF WEST CHICAGO

Location(s) Of Covered Operations:

475 MIAN ST, WEST CHICAGO, IL 60185

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF WEST CHICAGO

Location And Description Of Completed Operations:

475 MIAN ST, WEST CHICAGO, IL 60185

Section C. – Who Is An Insured is amended to include the following:

- a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

- (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
 - (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

POLICY NUMBER: 83 SBA NX7798



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR
SCHEDULED PERSON OR ORGANIZATION FORM SS4170

THE CITY OF WEST CHICAGO, ITS OFFICIALS, AGENTS, EMPLOYEES
AND VOLUNTEERS
475 MAIN ST
WEST CHICAGO IL 60185
RE: 800 WEYRAUCH ST, WEST CHICAGO, IL 60185

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



AUGUST 2022
Colin Fleury, Chief of Police

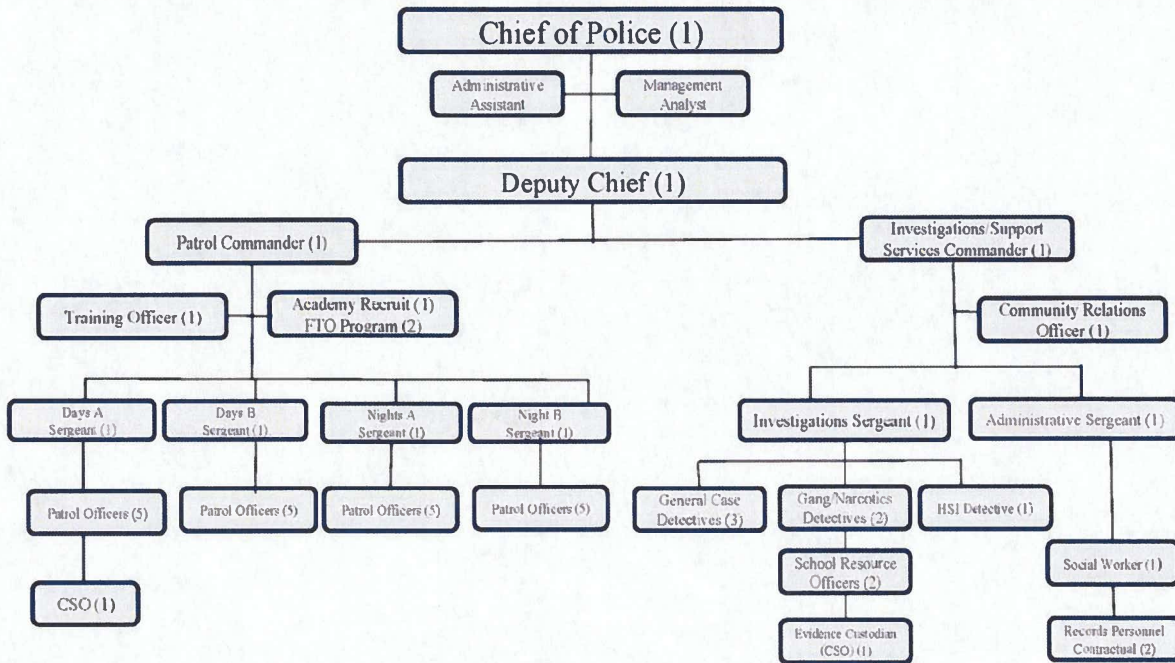
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Organizational Chart

West Chicago Police Department

West Chicago Police Department Organizational Chart



As of April 2022
Chart reflects current staffing of 42 sworn
officers

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 Patrol Division, and the Investigations/Administrative 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 Patrol Division consists of Uniformed Patrol Officers, the Community Service Officer, and the Training Officer.

The Investigations/Administrative Division consists of Detectives, School Resource Officers, Evidence/Property, the Community Relations Officer, the Administrative Sergeant, and Social Services.

Personnel

On August 2nd, the Department held National Night Out activities at the Police Station. The Department wishes to thank: Ball Horticultural, DS Containers, The Folo Corporation, Frain Industries, Generations Tool & Manufacturing, Haggerty Ford, Hawthorne's Backyard, Kramer Tree Specialists, Inc., La India, Treif USA, Twin Bros. Paving and Concrete and the West Chicago Park District.



On August 5th, Officers participated in the Back to School Celebration at the DuPage Airport Flight Center. Four winners received a set of West Chicago Police Department school supplies for each of their school-aged children and a \$25 gift card from Target.



On August 13th, West Chicago Police Department personnel participated in the Battle of the Badges softball tournament benefiting Special Olympics. St. Charles, Geneva, Elgin, Yorkville, Kane County, Aurora, and Addison Police Departments participated. The Department had wins over Geneva and Elgin PDs before losing the championship game to Aurora. The event raised over \$4,000 for Illinois Special Olympic athletes.



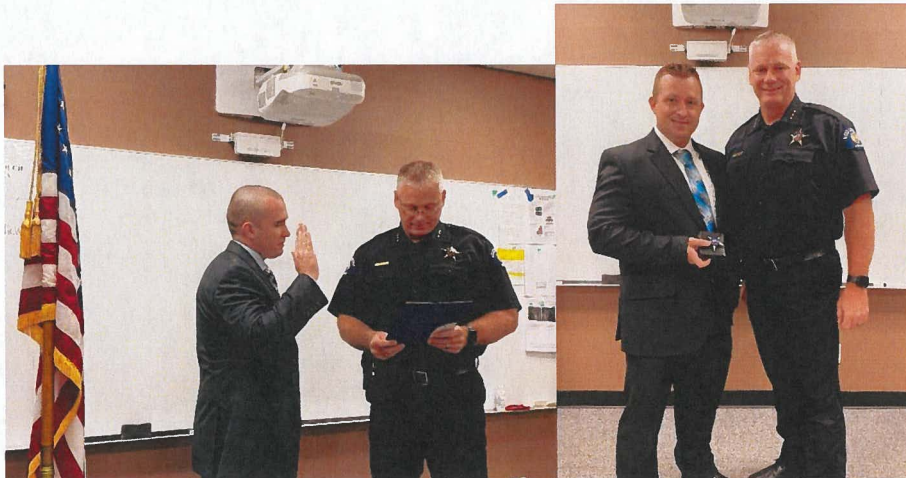
On August 18th, personnel from the Department participated in Cop on a Rooftop at the Dunkin Donut locations in the City of West Chicago. The event raised \$6,590.00 for the Special Olympics of Illinois.



On August 29th, William "Adam" Chapman was sworn in as a Police Officer.



On August 30th, Alexander MacDougall and Ryan Schiever were sworn in as the Department's newest officers.



On August 31st, Deputy Chief Shackelford completed his final day with the Department. We wish him well in his future endeavors.



Criminal Activities

Criminal Sexual Assault:

#2201338 Person(s) unknown is alleged to have sexually assaulted the victim in a parking lot in the 200 block of N. Neltnor Blvd. The victim stated she was able to fend off the further assault. When the vehicle stopped at a light on Neltnor Blvd., the victim exited the vehicle and located a Bartlett Police Officer.

Criminal Damage to Property:

#2201337 Person(s) unknown damaged a vehicle. A resident of the 400 block of Carriage Dr. drove her vehicle to a store. Upon leaving the store, the vehicle broke down. A mechanic later determined the vehicle had been disabled by pouring sugar in the van's gas tank.

#2201328 Person(s) unknown damaged a vehicle parked in the 400 block of Church St. A suspect exited a white SUV and threw a brick through the rear window of the victim's SUV. The suspect reentered the SUV and fled the area.

#2201352 Person(s) unknown damaged the rear door to an apartment building in the 800 block of Burr Oaks Dr.

Criminal Defacement:

#2201350 Person(s) unknown spray-painted gang-related graffiti on a fence at the rear of a business in the 600 block of Joliet St.

#2201375 Person(s) unknown spray-painted gang-related graffiti on a stop sign on the southeast corner of Gates St. and Stimmel St.

#2201380 Person(s) unknown used markers to draw gang-related graffiti in the George St. tunnel.

#2201368 Person(s) unknown spray-painted gang-related graffiti on a fence to the west of a residence in the 100 block of E. Brown St.

Theft Over \$500.00:

#2201336 Person(s) unknown removed twelve batteries from a cell tower installation in the 1700 block of Metoyer Ct. The theft occurred sometime between May 2nd and August 9th. The facility is surrounded by a fence with a locked gate. The complainant stated that the suspect must have known the combination as the lock was in place. The batteries were in a locked power bank near the tower. The suspect(s) had used the lock combination to open and remove it from the power bank door. The lock was intact, lying on the ground. Loss is estimated at \$10,000.00.

#2201381 A known person removed money from a residence in the 2300 block of Elm Rd. The victim alleges that the suspect, a relative, entered the unlocked home, removed \$2,027.00 from a book, and exited the residence. The investigation is ongoing.

Theft Under \$500.00:

#2201319 Person(s) unknown removed the victim's wallet from a locker at a gym in the 1800 block of N. Neltnor Blvd. The victim placed his wallet in a locker, and the lock was missing when he

returned. Removed from the wallet were \$100.00 - \$200.00 and two debit cards. The victim later received a text from Fifth Third Bank that a \$200.00 transaction had been attempted with the victim's debit card at the Walmart in St. Charles.

#2201351 Person(s) unknown removed items from the victim's mailbox in the 2900 block of Andrus Dr. A package was delivered and left in the mailbox that contained clothing. When the victim went to the mailbox, one item was found lying on the ground, and seven pieces of clothing were missing. Loss is estimated at \$244.66.

#2201415 Person(s) unknown removed the victim's bicycle from the 300 block of S. Neltnor Blvd. The victim arrived at McDonald's, left his bicycle unlocked at the rack outside the store, and went into the restaurant. When he returned, his bicycle was missing. Loss is estimated at \$200.00.

Retail Theft:

#2201354 Person(s) unknown removed items from Walgreens located at 125 N. Neltnor Blvd and then exited the store without paying. Taken were seven portable speakers valued at \$168.00 and an unknown amount of Advil. The suspect placed the items in a bag, exited the store, entered a vehicle, and left in an unknown direction.

Theft of Motor Vehicle Parts/Accessories:

#2201378 Person(s) unknown removed the catalytic converter from a vehicle parked in the 500 block of Conde St.

#2201401 Person(s) unknown removed the catalytic converter from a vehicle parked in the 1100 block of Carolina Dr.

Identity Theft:

#2201335 Person(s) unknown used the identifiers of a resident of the 900 block of Aster Ln. to file a tax return. The IRS had contacted the victim stating they could not file the tax return without additional information. The victim advised the IRS that he did not file a tax return. It is unknown where the offense occurred.

#2201302 Person(s) unknown used the victim's social security number for employment purposes in Texas. The resident of the 600 block of Parkside Ave has never worked in Texas.

Burglary from Motor Vehicle:

#2201394 Person(s) unknown removed the victim's purse from a vehicle parked in the 300 block of Wilson St. The victim placed some laundry in her car and her purse in the glove box. The victim went back into the laundromat, leaving the vehicle unlocked. The victim returned with additional laundry and then left the lot. When the victim attempted to retrieve her purse at a grocery store, she realized the purse was missing. The purse contained a debit card, driver's license, resident card, and \$500.00 cash.

Burglary:

#2201406 A known person entered a residence in the 200 block of Milo Ct., smashed open a jewelry box, removed miscellaneous jewelry, took a necklace tree, and fled the home. The suspect was later arrested. The victim's mother went to the scene of the arrest and took it upon herself to

enter and search the suspect's vehicle. Jewelry recovered included ten rings, three large earrings, and a bracelet.

Monthly Totals

Activities	May 2022	Jun 2022	Jul 2022	Aug 2022	YTD 2022	YTD 2021	Total 2021
Traffic Stops	494	542	564	543	4,021	3,959	5,954
Traffic Citations	160	178	167	162	1,340	1,258	1,940
Traffic Warnings	221	242	230	219	1,694	1,631	2,606
Parking Citations	205	180	177	96	1,506	2,827	3,860
Traffic Crashes	75	66	74	57	535	538	804
Incident Reports	267	262	300	215	2,020	1,875	2,780

Officer Activities

#2201333 On August 9th, Officers Gary, Sauseda, McGuire, and Castro responded to a residence in the 300 block of Vine St. for a reported overdose. Upon arrival, officers observed a man holding up his son. Officers placed the victim on the ground. The subject was unresponsive to questions and was very pale and foaming at the mouth. The victim was administered a dose of Narcan and began to stir and attempted to stand up. West Chicago Fire Protection District personnel arrived on the scene, tended to the subject, and transported him to Northwestern Medicine Central DuPage Hospital.

#2201344 On August 11th, Officers responded to Wegner School for a report of a man with a gun. A witness reported seeing a young man and woman walking on the sidewalk near the school. A suspect then jumped over the fence of an adjacent residence and confronted the young male victim. The victim lay on the ground, and the suspect kicked him and pointed a handgun at him. A woman in a bathrobe exited the back of a house and yelled for the suspect to stop. The suspect and young female jumped the fence and returned to the residence. The house was identified, and officers asked the occupant to exit the dwelling. The witness identified a female as being the woman yelling at the male suspect to stop. Officers were able to obtain the handgun used in the incident. The young woman stated the victim was her boyfriend and the suspect confronted her boyfriend when they returned from McDonald's. The DuPage County State's Attorney's Office approved a charge of Aggravated Unlawful Use of a Weapon against the suspect. An arrest warrant was obtained, and the suspect was placed under arrest and transported to the Police Station. The suspect was fingerprinted, photographed, posted cash bond, and released from custody.

#2200163 On February 1st, officers responded to Extra Value Liquors located at 334 S. Neltor Blvd. for a fraud report. The store owner stated that an individual had cashed two fraudulent checks in December 2021, totaling \$1,896.52. The store's bank advised that the checks were returned as fictitious. The suspect returned with another check to cash, and an employee seized both the check and ID card that the suspect presented. The suspect then left the store. Employees wrote the ID card number and name on the fraudulent checks. Detective Eversole contacted the name of the school on the fictitious check. The owner stated that no one by the suspect's name ever worked for the school or should be cashing checks issued by the school. Detective Herbert administered a photo lineup to the store owner/victim, who successfully identified the suspect. The suspect was also wanted by the U.S. Marshall's Service on a warrant for a probation violation, as well as two warrants for failure-to-appear issued by DuPage County. On August 12th, the DuPage County State's Attorney's Office approved a felony charge of Deceptive Practice against the suspect. On August 16th, a judge approved a warrant for the suspect's arrest with no geographic limits.

On August 18th, Officers Gary, McGuire, Alaniz, and Rigler responded to the 600 block for a report of an individual overdosing. Upon arrival, the subject was found to be shouting while jumping up and down and sweating profusely. The subject was seated on the ground, where his eyes began rolling back into his head, and he became unresponsive. The subject then lost consciousness, and an officer attempted unsuccessful sternum rubs. Two doses of Narcan were administered, and the subject regained consciousness. The subject then stated he snorted heroin. West Chicago Fire Protection District personnel arrived and transported the subject to Northwestern Medicine Central DuPage Hospital.

#2201308 On August 2nd, Officers Mielke, Rigler, Moore, and Richards responded to the 200 block of S. Neltor Blvd. The complainant stated that the suspect walked into the store, went behind the counter, selected a glass bong, and then fled the store. Surveillance video was viewed to obtain a

description of the offender. A subject matching the description of the offender was located and detained at the intersection of Barber St. and Spencer St. Shortly thereafter, he was confirmed as being the offender in the store's video. He was placed under arrest and transported to the Police Station. The officer recognized the subject as the suspect in a similar theft from the same Vape and Smoke Shop on July 1st. When interviewed, the suspect admitted to committing the theft on July 1st and August 2nd. The DuPage County State's Attorney's Office approved charges of Burglary, Felony Theft, and Obstructing Identification against the subject, who was fingerprinted, photographed, and transported to the DuPage County Jail.

#2201395 On August 20th, Officers Rigler, Moore, and Richards responded to a residence in the 800 block of Main St. for a reported overdose. Upon arrival, a subject was found unresponsive, lying on the floor. The subject was administered two doses of Narcan, and then personnel from the West Chicago Fire Protection District arrived and assumed life-saving measures. A mason jar containing six small bags of white powder was observed on the bedroom's dresser. Before being transported to Northwestern Medicine Central DuPage Hospital, the individual stated the substance was heroin. At the Police Station, the substance field tested positive for heroin. The DuPage County State's Attorney's Office approved a charge of Possession of a Controlled Substance against the subject. A check of the Law Enforcement Agencies Data System (LEADS) revealed that the suspect was wanted on two DuPage County warrants. The suspect was going to be released from the hospital, so the officer went to the location, arrested the subject, and transported him to the DuPage County Jail.

#2200636 On April 21st, a parent came to the Police Station to make a report. The mother indicated two grown men from Tennessee were in contact with her fifteen-year-old daughter through Snapchat and text messages. The subjects knew the daughter was fifteen. She further stated that the messages were sexual, one subject had sent an explicit photo, and the daughter learned that one of the individuals in contact with her was a registered sex offender. The victim's phone was later forensically analyzed, and sexually explicit images sent to the suspect were recovered. Search warrants issued to Google and Snapchat provided the suspect's name and address. During the investigation, Detectives Herbert and Eversole were able to track down accounts used by the suspect and victim that demonstrated the suspect had prompted the victim to provide sexually explicit videos, which the suspect then sold through a cash app account. Provided with information in the case, the Lawrence County, Tennessee Sheriff's Office obtained a search warrant for the suspect's residence to seize and collect any devices capable of storing and sharing child pornography. On August 8th, the DuPage County State's Attorney's Office approved charges of Child Pornography-Solicits Child for Performance in a Video, five counts of Grooming, and three counts of Sexual Exploitation of a Child against the suspect. On August 10th, Detectives Eversole, Herbert, Investigator Liberio from the DuPage County Children's Center, the Lawrence County Sheriff's Office Tactical Response Team, and two Special Agents of the Tennessee Bureau of Investigation all met at the suspects' house and served the warrant. Nine devices were seized. The suspect was arrested on the warrants and was transported to the Lawrenceburg County Jail for an extradition hearing.