



Board of Commissioners
Regular Business Meeting
910 N Gary Ave
Premier Room

March 13, 2023
6:00pm

1. **Call To Order**
2. **Roll Call – Pledge of Allegiance**
3. **Listening Post**
4. **Changes or Additions to the Agenda**
5. **Consent Agenda**
All items listed are included in the Consent Agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.
 - A. Approval: Regular Minutes: February 27, 2023
 - B. Ratify: February 2023 Bills
6. **Discussion Items**
 - A. Weekly Happenings
7. **Action Items**
 - A. Approval: Lifeguard Services Agreement 2023-2025, Jeff Ellis Management, LLC
 - B. Approval: Adult Trips Overnight Trip Payment
8. **Closed Session**
 - A. Section 2(c)(1) Personnel Performance
9. **Action Pertaining to Closed Session**
10. **Adjournment**



Board of Commissioners
Regular Meeting
February 27, 2023
6:00pm

Call to Order	Commissioner Powers called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	Present: Commissioners Jeffery, Sokolowski, Powers, and Bird. Commissioner Jaszka arrived at 6:04pm. Commissioners Del Preto and Gramann were absent. Staff: Executive Director Reuter, Deputy Director Rini, Directors Bachewicz and Hamilton, Superintendent Quinn, Manger Kucharski, and Coordinator Weigel.								
Listening Post	<p>Directors Bachewicz and Hamilton asked new staff to introduce themselves to the Board.</p> <ul style="list-style-type: none"> • Becks Taylor is the Recreation Supervisor in charge of Aquatics and Youth Specialty Sports. She previously worked for the Special Recreation Association of Central Lake County. She received her degree in Vocal Performance, but became interested in Recreation after college and worked as a public, non-profit manager. • Jake Wascher is the Parks Intern for 2023. He is currently a student at Aurora University. He is getting his degree in Parks and Recreation Leadership, but would like to focus on Parks management and capital projects aspect of the recreation field in the future. <p>Commissioners welcomed the new staff and wished them well.</p>								
Changes to the Agenda	None								
Consent Agenda	<p>Commissioner Jeffery made a motion to accept the consent agenda as revised. Seconded by Commissioner Sokolowski.</p> <p style="padding-left: 40px;">A. Approval: Regular Minutes: February 13, 2023</p> <p>Voice Vote. All in favor. Motion Passes.</p> <p>Commissioner Bird made a motion to approve the consent agenda as revised. Seconded by Commissioner Sokolowski.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Del Preto: Absent</td> <td style="width: 50%;">Commissioner Gramann: Absent</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 5-0-2</p>	Commissioner Del Preto: Absent	Commissioner Gramann: Absent	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner Del Preto: Absent	Commissioner Gramann: Absent								
Commissioner Jaszka: Aye	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Discussion Items	<p>A. Fountain View Fitness Annual Report</p> <p>B. ADA Transition Plan Update</p>								



	<p>C. Meet Us at the Park</p> <ul style="list-style-type: none"> Executive Director Reuter said that staff will begin planning the Meet Us at the Park events for this coming summer. Staff is suggesting Cambridge Park and Volunteer Park for June 26 and August 28 respectively. <p>D. Weekly Happenings</p> <ul style="list-style-type: none"> Commissioner Jeffery and Commissioner Bird went to the Relay for Life Bags Tournament; Village Trustee Matt McCarthy gave a shout out to the Carol Stream Parks Foundation for being so supportive to the community. Commissioner Jaszka asked Superintendent Quinn about the updates to the District’s Safety Committee. Superintendent Quinn reviewed the changes, including a training and prevention sub-group, stop and think drills, and improved record retention. She said the goal is to make sure safety is on the forefront of the minds of all staff every day. Commissioner Sokolowski asked Director Hamilton about the indoor pool deck fans at Fountain View Recreation Center. Director Hamilton explained the fans will reduce corrosion caused by chemicals, creating a better air flow across the pool surface. Fans are set at a low speed and we will monitor for any customer complaints. If necessary, we can lower fan speed more.
<p>Action Items</p>	<p>A. Approval: Lifeguard Services Agreement 2023-2025, Jeff Ellis Management, LLC</p> <ul style="list-style-type: none"> Executive Director Reuter said the agreement is something the District has been working on for a long time and is finally at the point where all parties agree. Director Bachewicz said the District is in a good spot and is very happy with the relationship between the District and Jeff Ellis Management, LLC. Commissioner Bird asked if the EAVS “<i>Ellis Aquatic Vigilance Systems®</i>” is still included in the agreement since it has not been approved by IDPH. Executive Director Reuter confirmed the District is the pilot for the system and is working with the State, but legislation needs to be looked at and the law has to be changed. Commissioner Powers commented that he did not like the District paying for the system when it is not operational. He also questioned the annual fee associated with the agreement. The Board agreed to get clarification from Jeff Ellis Management, LLC about the fee before moving forward. <p>Approval tabled due lack of motion. Board didn’t act on item.</p>
<p>Closed Session</p>	<p>Motion by Commissioner Bird to enter into closed session at 7:14pm to discuss Section 2(c)(1) Personnel Performance. Seconded by Commissioner Jeffrey. Motion by Commissioner Sokolowski to arise from closed session. Commissioner Bird seconded the motion. Arose from closed session at 7:39pm.</p>
<p>Action Pertaining to Closed Session</p>	<p>The Board approved an increase to Executive Director Reuter’s salary by 5.00% effective February 25, 2022.</p>



Adjournment	Commissioner Sokolowski made a motion to adjourn the meeting. Seconded by Commissioner Bird. Voice Vote taken. Motion passed 5-0-2. Meeting adjourned at 7:41pm.

President
Tim Powers

Secretary
Jim Reuter

February 27, 2023
Date

Motion:

Make a motion to ratify bills as presented in the Accounts Payable Voucher List for February 2023.



(Treasurer)



(Date)

Carol Stream Park District
Accounts Payable Voucher List
February 2023

Presented to the
Board of Commissioners
March 13, 2023

VENDOR	PO	VENDOR NAME	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000492		MCMaster-CARR										
	23-44413		INV	91401339	1/20/23	2/10/23	N	38.50	38.50-	106935	2/10/23	0.00
	23-44413		INV	91580128	1/24/23	2/10/23	N	81.00	81.00-	106935	2/10/23	0.00
					**	TOTALS	**	119.50	119.50-			0.00
01-000587		PEERLESS FENCE										
	23-44528		INV	112829-UPDATED	11/18/22	2/24/23	N	20,534.00	20,534.00-	106982	2/24/23	0.00
					**	TOTALS	**	20,534.00	20,534.00-			0.00
01-000729		SUBURBAN TIRE										
	23-44486		INV	640252	1/30/23	2/17/23	N	1,066.92	1,066.92-	106976	2/17/23	0.00
					**	TOTALS	**	1,066.92	1,066.92-			0.00
01-000771		U. S. POSTAL SERVICE										
	23-44512		INV	BULK ML PERMIT 21	2/07/22	2/10/23	N	4,000.00	4,000.00-	106940	2/10/23	0.00
					**	TOTALS	**	4,000.00	4,000.00-			0.00
01-000789		VILLAGE OF CAROL STREAM										
	23-44492		INV	Dog License 1/23	2/01/23	2/03/23	N	63.00	63.00-	106942	2/10/23	0.00
					**	TOTALS	**	63.00	63.00-			0.00
01-000790		VILLAGE OF CAROL STREAM										
	23-44448		INV	01964900	1/31/23	2/24/23	N	18.89	18.89-	001185	2/24/23	0.00
	23-44448		INV	01965715	1/31/23	2/24/23	N	126.25	126.25-	001185	2/24/23	0.00
	23-44448		INV	01970308	1/31/23	2/24/23	N	1,699.70	1,699.70-	001185	2/24/23	0.00
					**	TOTALS	**	1,844.84	1,844.84-			0.00
01-000797		WAREHOUSE DIRECT, INC.										
	23-44501		INV	5425977-0	2/01/23	2/17/23	N	520.17	520.17-	106977	2/17/23	0.00
					**	TOTALS	**	520.17	520.17-			0.00
01-000812		WDSRA										
	23-44420		INV	Inclusn8/20-12/23	1/01/23	2/03/23	N	24,594.56	24,594.56-	001170	2/03/23	0.00
					**	TOTALS	**	24,594.56	24,594.56-			0.00
01-001009		AT&T										
	23-44423		INV	2149515700	1/07/23	2/03/23	N	529.58	529.58-	106907	2/03/23	0.00
	23-44423		INV	3772285702	1/07/23	2/03/23	N	1,309.50	1,309.50-	106907	2/03/23	0.00
	23-44422		INV	5499795709	1/11/23	2/03/23	N	2,432.14	2,432.14-	106907	2/03/23	0.00
					**	TOTALS	**	4,271.22	4,271.22-			0.00
01-001085		ILL DEPT OF REVENUE										
	23-44511		INV	ST1- JANUARY	2/01/23	2/17/23	N	161.00	161.00-	001178	2/17/23	0.00
					**	TOTALS	**	161.00	161.00-			0.00
01-001221		DAN BIRD										
	23-44496		INV	2023 IPRA-DB	2/07/23	2/10/23	N	114.69	114.69-	106924	2/10/23	0.00
					**	TOTALS	**	114.69	114.69-			0.00

VENDOR	PO	VENDOR NAME	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002689	23-44504	ACCESS ONE INC.	INV	5654964	2/01/23	2/24/23	N	1,283.35	1,283.35-	001181	2/24/23	0.00
		** CONTINUED **						1,283.35	1,283.35-			0.00
		** TOTALS **										
01-002785	23-44414	NAPA AUTO PARTS	INV	5736-684458	1/23/23	2/10/23	N	30.16	30.16-	001172	2/10/23	0.00
	23-44414		INV	5736-684675	1/24/23	2/10/23	N	18.59	18.59-	001172	2/10/23	0.00
		** TOTALS **						48.75	48.75-			0.00
01-003211	23-44510	UNIVAR USA INC.	INV	50903205	2/06/23	2/24/23	N	829.24	829.24-	106984	2/24/23	0.00
		** TOTALS **						829.24	829.24-			0.00
01-003359	23-44491	JACKIE JEFFERY	INV	2023 IPRA-JJEF	2/07/23	2/10/23	N	68.64	68.64-	106932	2/10/23	0.00
		** TOTALS **						68.64	68.64-			0.00
01-003580	23-44502	NCSI	INV	29740	2/01/23	2/17/23	N	142.50	142.50-	106973	2/17/23	0.00
	23-44502		INV	29741	2/01/23	2/17/23	N	1,225.50	1,225.50-	106973	2/17/23	0.00
		** TOTALS **						1,368.00	1,368.00-			0.00
01-003700	23-44391	METROPOLITAN INDUSTRIES, I	INV	46648	1/15/23	2/03/23	N	20.00	20.00-	106915	2/03/23	0.00
	23-44419		INV	INV046971	1/24/23	2/10/23	N	1,270.00	1,270.00-	106936	2/10/23	0.00
	23-44446		INV	INV047111	1/27/23	2/10/23	N	3,604.00	3,604.00-	106936	2/10/23	0.00
		** TOTALS **						4,894.00	4,894.00-			0.00
01-003767	23-44494	EVP ACADEMIES, LLC	INV	2276	11/29/22	2/10/23	N	727.65	727.65-	106926	2/10/23	0.00
	23-44494		INV	2302	2/01/23	2/10/23	N	1,455.30	1,455.30-	106926	2/10/23	0.00
		** TOTALS **						2,182.95	2,182.95-			0.00
01-003932	23-44411	STERLING NETWORK INTEGRATI	INV	01162302	1/16/23	2/03/23	N	412.50	412.50-	106919	2/03/23	0.00
	23-44503		INV	02012304	2/01/23	2/17/23	N	1,074.05	1,074.05-	106975	2/17/23	0.00
	23-44520		INV	02062303	2/06/23	2/17/23	N	412.50	412.50-	106975	2/17/23	0.00
		** TOTALS **						1,899.05	1,899.05-			0.00
01-004031	23-44484	OFFICIAL FINDERS, LLC	INV	11932	1/11/23	2/03/23	Y	1,390.00	1,390.00-	106917	2/03/23	0.00
	23-44480		INV	11956	1/16/23	2/03/23	Y	1,632.00	1,632.00-	106917	2/03/23	0.00
	23-44481		INV	11970	1/16/23	2/03/23	Y	240.00	240.00-	106917	2/03/23	0.00
	23-44483		INV	12007	1/23/23	2/03/23	Y	1,824.00	1,824.00-	106917	2/03/23	0.00
	23-44479		INV	12019	1/23/23	2/03/23	Y	240.00	240.00-	106917	2/03/23	0.00
	23-44485		INV	12063	1/30/23	2/14/23	Y	99.00	99.00-	106917	2/03/23	0.00
	23-44482		INV	12064	1/30/23	2/03/23	Y	1,504.00	1,504.00-	106917	2/03/23	0.00
	23-44485		INV	12078	1/30/23	2/03/23	Y	210.00	210.00-	106917	2/03/23	0.00
		** TOTALS **						7,139.00	7,139.00-			0.00

VENDOR	PO	VENDOR NAME	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004091		BURBANK PARK DISTRICT										
	23-44499	INV STATE T SHIRT			2/06/23	2/10/23	N	450.00	450.00-	106925	2/10/23	0.00
					**	TOTALS	**	450.00	450.00-			0.00
01-004153		WEX BANK										
	23-44489	INV 87031750			1/31/23	2/17/23	N	1,387.25	1,387.25-	001180	2/17/23	0.00
					**	TOTALS	**	1,387.25	1,387.25-			0.00
01-004265		FAIRYTALE BIRTHDAY COMPANY										
	23-44476	INV ARABIAN BALL 23			2/01/23	2/10/23	Y	770.00	770.00-	106928	2/10/23	0.00
					**	TOTALS	**	770.00	770.00-			0.00
01-004290		PEPSI-COLA										
	23-44388	INV 65495857			1/17/23	2/17/23	N	689.51	689.51-	001179	2/17/23	0.00
					**	TOTALS	**	689.51	689.51-			0.00
01-004304		LAUTERBACH & AMEN, LLP										
	23-44417	INV 74400			1/23/23	2/10/23	Y	8,000.00	8,000.00-	106933	2/10/23	0.00
					**	TOTALS	**	8,000.00	8,000.00-			0.00
01-004448		D & J AUDIO VIDEO, INC										
	22-44221	INV 3219			11/20/22	11/23/22	N	97.50	97.50-	106911	2/03/23	0.00
					**	TOTALS	**	97.50	97.50-			0.00
01-004462		PADDOCK PUBLICATIONS, INC										
	23-44523	INV 242201			2/06/23	2/17/23	N	40.25	40.25-	106966	2/17/23	0.00
					**	TOTALS	**	40.25	40.25-			0.00
01-004593		GIONCARLO FACZEK										
	23-44478	INV DAUGHTER DANCE 23			2/01/23	2/10/23	Y	1,800.00	1,800.00-	106927	2/10/23	0.00
					**	TOTALS	**	1,800.00	1,800.00-			0.00
01-004639		VILLA PARK ELECTRICAL SUPP										
	23-44408	INV 237781-00			1/20/23	2/10/23	N	44.08	44.08-	106941	2/10/23	0.00
					**	TOTALS	**	44.08	44.08-			0.00
01-004660		DYNEGY ENERGY SERVICES, LL										
	23-44418	INV 438349223011			1/23/23	2/03/23	N	13,765.70	13,765.70-	001167	2/03/23	0.00
					**	TOTALS	**	13,765.70	13,765.70-			0.00
01-004689		FOREVER LAWN INC.										
	22-44134	INV 410			10/28/22	2/17/23	N	10,981.48	10,981.48-	106968	2/17/23	0.00
					**	TOTALS	**	10,981.48	10,981.48-			0.00
01-004702		PCARD - FIFTH THIRD BANK										
		CM AMZ RET 0027260			2/28/23	2/28/23	N	8.96-	8.96	001195	2/28/23	0.00
		CM AMZ RET 3796853832			2/28/23	2/28/23	N	219.95-	219.95	001195	2/28/23	0.00
		CM AMZ5172263			2/28/23	2/28/23	N	33.98-	33.98	001195	2/28/23	0.00

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004702	PCARD - FIFTH THIRD BANK	** CONTINUED **									
	CM	AMZRET77390325817		2/28/23	2/28/23	N	24.49-	24.49	001195	2/28/23	0.00
	CM	EPIC RET 6732411B		2/28/23	2/28/23	N	3.33-	3.33	001195	2/28/23	0.00
	CM	LOWES 907779		2/28/23	2/28/23	N	20.96-	20.96	001195	2/28/23	0.00
	CM	PARTY RET 37075		2/28/23	2/28/23	N	5.38-	5.38	001195	2/28/23	0.00
	CM	PARTYCITY19574		2/28/23	2/28/23	N	37.98-	37.98	001195	2/28/23	0.00
	CM	SUZETTES2023		2/28/23	2/28/23	N	100.00-	100.00	001195	2/28/23	0.00
	CM	WAL04744		2/28/23	2/28/23	N	9.54-	9.54	001195	2/28/23	0.00
	CM	WAL04746		2/28/23	2/28/23	N	16.88-	16.88	001195	2/28/23	0.00
	CM	WARE542539600		2/28/23	2/28/23	N	111.80-	111.80	001195	2/28/23	0.00
	INV	01-23		2/15/23	2/28/23	N	2,350.00	2,350.00-	001195	2/28/23	0.00
	INV	02-23		2/15/23	2/28/23	N	350.00	350.00-	001195	2/28/23	0.00
	INV	02/08/23		2/09/23	2/28/23	N	40.24	40.24-	001195	2/28/23	0.00
	INV	063331A		2/27/23	2/28/23	N	1,030.00	1,030.00-	001195	2/28/23	0.00
	INV	06853		2/20/23	2/28/23	N	7.02	7.02-	001195	2/28/23	0.00
	INV	07504		2/27/23	2/28/23	N	109.68	109.68-	001195	2/28/23	0.00
	INV	07779		2/20/23	2/28/23	N	26.94	26.94-	001195	2/28/23	0.00
	INV	107678		2/03/23	2/28/23	N	96.57	96.57-	001195	2/28/23	0.00
	INV	11104462221259420		2/06/23	2/28/23	N	12.99	12.99-	001195	2/28/23	0.00
	INV	11112691333397050		2/06/23	2/28/23	N	22.88	22.88-	001195	2/28/23	0.00
	INV	11128048414545031		2/06/23	2/28/23	N	14.07	14.07-	001195	2/28/23	0.00
	INV	11131613341758609		2/02/23	2/28/23	N	7.99	7.99-	001195	2/28/23	0.00
	INV	11137148029442616		2/10/23	2/28/23	N	13.74	13.74-	001195	2/28/23	0.00
	INV	11141366027125026		2/10/23	2/28/23	N	41.19	41.19-	001195	2/28/23	0.00
	INV	11158719963617827		2/27/23	2/28/23	N	25.56	25.56-	001195	2/28/23	0.00
	INV	11166113891987452		2/06/23	2/28/23	N	12.29	12.29-	001195	2/28/23	0.00
	INV	11358851433836254		2/03/23	2/28/23	N	10.79	10.79-	001195	2/28/23	0.00
	INV	11375025019897051		2/06/23	2/28/23	N	223.68	223.68-	001195	2/28/23	0.00
	INV	113801895232066333		2/03/23	2/28/23	N	506.40	506.40-	001195	2/28/23	0.00
	INV	11384267888212223		2/13/23	2/28/23	N	689.95	689.95-	001195	2/28/23	0.00
	INV	1142913666		2/28/23	2/28/23	N	478.17	478.17-	001195	2/28/23	0.00
	INV	1529-0		2/27/23	2/28/23	N	68.51	68.51-	001195	2/28/23	0.00
	INV	2/23 GOOGLE		2/02/23	2/28/23	N	39.33	39.33-	001195	2/28/23	0.00
	INV	20230020		2/03/23	2/28/23	N	599.25	599.25-	001195	2/28/23	0.00
	INV	20230023		2/07/23	2/28/23	N	11.50	11.50-	001195	2/28/23	0.00
	INV	20230050		2/23/23	2/28/23	N	1,269.75	1,269.75-	001195	2/28/23	0.00
	INV	20230051		2/23/23	2/28/23	N	2,593.00	2,593.00-	001195	2/28/23	0.00
	INV	230094		2/02/23	2/28/23	N	1,155.00	1,155.00-	001195	2/28/23	0.00
	INV	230248		2/02/23	2/28/23	N	35.00	35.00-	001195	2/28/23	0.00
	INV	2522-2		2/22/23	2/28/23	N	9.99	9.99-	001195	2/28/23	0.00
	INV	2616-2		2/27/23	2/28/23	N	50.00	50.00-	001195	2/28/23	0.00
	INV	3954206		2/06/23	2/28/23	N	1,801.20	1,801.20-	001195	2/28/23	0.00
	INV	532728		2/17/23	2/28/23	N	175.00	175.00-	001195	2/28/23	0.00
	INV	532757		2/17/23	2/28/23	N	150.00	150.00-	001195	2/28/23	0.00
	INV	5432935-0		2/28/23	2/28/23	N	126.15	126.15-	001195	2/28/23	0.00
	INV	6732327A		2/10/23	2/28/23	N	44.92	44.92-	001195	2/28/23	0.00
	INV	708880		2/03/23	2/28/23	N	246.00	246.00-	001195	2/28/23	0.00
	INV	708885		2/03/23	2/28/23	N	847.00	847.00-	001195	2/28/23	0.00
	INV	722883019		2/13/23	2/28/23	N	59.97	59.97-	001195	2/28/23	0.00

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK											
												** CONTINUED **
			INV	9600737358	2/14/23	2/28/23	N	157.44	157.44-	001195	2/28/23	0.00
			INV	9600737366	2/14/23	2/28/23	N	1,999.14	1,999.14-	001195	2/28/23	0.00
			INV	9600737374	2/14/23	2/28/23	N	308.67	308.67-	001195	2/28/23	0.00
			INV	ACTION 2/15/23	2/27/23	2/28/23	N	399.90	399.90-	001195	2/28/23	0.00
			INV	ADOBE CC 2/23	2/06/23	2/28/23	N	169.98	169.98-	001195	2/28/23	0.00
			INV	AMAZON213231	2/14/23	2/28/23	N	4.49	4.49-	001195	2/28/23	0.00
			INV	AMAZON214232	2/14/23	2/28/23	N	7.99	7.99-	001195	2/28/23	0.00
			INV	AMAZON214233	2/14/23	2/28/23	N	12.97	12.97-	001195	2/28/23	0.00
			INV	AMAZON214234	2/15/23	2/28/23	N	44.86	44.86-	001195	2/28/23	0.00
			INV	AMAZON214235	2/15/23	2/28/23	N	8.90	8.90-	001195	2/28/23	0.00
			INV	AMAZON214236	2/15/23	2/28/23	N	5.99	5.99-	001195	2/28/23	0.00
			INV	AMZ 30945064745846	2/27/23	2/28/23	N	55.96	55.96-	001195	2/28/23	0.00
			INV	AMZ 93530331895441	2/27/23	2/28/23	N	69.99	69.99-	001195	2/28/23	0.00
			INV	AMZ 98345492480208	2/10/23	2/28/23	N	124.99	124.99-	001195	2/28/23	0.00
			INV	AMZ-1876268	2/02/23	2/28/23	N	7.99	7.99-	001195	2/28/23	0.00
			INV	AMZ-3401064	2/23/23	2/28/23	N	59.90	59.90-	001195	2/28/23	0.00
			INV	AMZ-6141043	2/09/23	2/28/23	N	51.98	51.98-	001195	2/28/23	0.00
			INV	AMZ-6445037	2/27/23	2/28/23	N	6.99	6.99-	001195	2/28/23	0.00
			INV	AMZ-7601061	2/27/23	2/28/23	N	93.15	93.15-	001195	2/28/23	0.00
			INV	AMZ-8425049	2/21/23	2/28/23	N	33.98	33.98-	001195	2/28/23	0.00
			INV	AMZ-9657855	2/02/23	2/28/23	N	7.99	7.99-	001195	2/28/23	0.00
			INV	AMZ04041068605813	2/03/23	2/28/23	N	23.96	23.96-	001195	2/28/23	0.00
			INV	AMZ08861624412219	2/08/23	2/28/23	N	6.97	6.97-	001195	2/28/23	0.00
			INV	AMZ39755413009058	2/01/23	2/28/23	N	42.70	42.70-	001195	2/28/23	0.00
			INV	AMZ49178271571428	2/13/23	2/28/23	N	57.98	57.98-	001195	2/28/23	0.00
			INV	AMZ66185761885007	2/08/23	2/28/23	N	4.99	4.99-	001195	2/28/23	0.00
			INV	AMZ83062301406657	2/28/23	2/28/23	N	69.50	69.50-	001195	2/28/23	0.00
			INV	AMZ86171610423441	2/03/23	2/28/23	N	21.95	21.95-	001195	2/28/23	0.00
			INV	AMZN 4691457	2/21/23	2/28/23	N	167.70	167.70-	001195	2/28/23	0.00
			INV	AMZN1131438	2/22/23	2/28/23	N	9.99	9.99-	001195	2/28/23	0.00
			INV	AMZN1901853	2/07/23	2/28/23	N	54.13	54.13-	001195	2/28/23	0.00
			INV	AMZN2/13/23-BK	2/14/23	2/28/23	N	9.99	9.99-	001195	2/28/23	0.00
			INV	AMZN3586657	2/10/23	2/28/23	N	9.99	9.99-	001195	2/28/23	0.00
			INV	AMZN3661811	2/01/23	2/28/23	N	16.68	16.68-	001195	2/28/23	0.00
			INV	AMZN4493011	2/06/23	2/28/23	N	15.98	15.98-	001195	2/28/23	0.00
			INV	AMZN5172263	2/24/23	2/28/23	N	91.98	91.98-	001195	2/28/23	0.00
			INV	AMZN5384204	2/28/23	2/28/23	N	205.98	205.98-	001195	2/28/23	0.00
			INV	AMZN6952265	2/14/23	2/28/23	N	47.97	47.97-	001195	2/28/23	0.00
			INV	AMZN8337058	2/16/23	2/28/23	N	33.98	33.98-	001195	2/28/23	0.00
			INV	AMZN8800202	2/27/23	2/28/23	N	129.99	129.99-	001195	2/28/23	0.00
			INV	AMZN8999434	2/13/23	2/28/23	N	18.94	18.94-	001195	2/28/23	0.00
			INV	APPLE MUSIC 1/2023	2/13/23	2/28/23	N	16.99	16.99-	001195	2/28/23	0.00
			INV	ATT 1/16-2/15/23	2/13/23	2/28/23	N	35.83	35.83-	001195	2/28/23	0.00
			INV	BAS 600220045	2/24/23	2/28/23	N	191.52	191.52-	001195	2/28/23	0.00
			INV	BESTBUY 8067386804	2/03/23	2/28/23	N	29.97	29.97-	001195	2/28/23	0.00
			INV	CALLINGPOST22123	2/23/23	2/28/23	N	39.95	39.95-	001195	2/28/23	0.00
			INV	CARLSON G163985	2/09/23	2/28/23	N	54.16	54.16-	001195	2/28/23	0.00
			INV	CELEBRATIONBELLE23	2/13/23	2/28/23	N	150.00	150.00-	001195	2/28/23	0.00

VENDOR	----- VENDOR NAME -----	PO	TYPE INV NO#	INV DT	POST DT 1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK		** CONTINUED **							
			INV COM 1/24-2/23/23	2/14/23	2/28/23 N	253.85	253.85-	001195	2/28/23	0.00
			INV COM 1/26-2/25/23	2/16/23	2/28/23 N	877.86	877.86-	001195	2/28/23	0.00
			INV COM 2/1-2/28/23	2/15/23	2/28/23 N	10.52	10.52-	001195	2/28/23	0.00
			INV CONSTANT 2/23	2/27/23	2/28/23 N	22.50	22.50-	001195	2/28/23	0.00
			INV CSLP 493728	2/24/23	2/28/23 N	6.97	6.97-	001195	2/28/23	0.00
			INV CULL24071-013123	2/17/23	2/28/23 N	60.00	60.00-	001195	2/28/23	0.00
			INV DANCINGQUEEN321231	2/22/23	2/28/23 N	1,239.00	1,239.00-	001195	2/28/23	0.00
			INV DEWALT 7037241465	2/13/23	2/28/23 N	46.98	46.98-	001195	2/28/23	0.00
			INV DLLR TRE-2352061	2/02/23	2/28/23 N	22.25	22.25-	001195	2/28/23	0.00
			INV DOLLARTREE054325	2/06/23	2/28/23 N	8.75	8.75-	001195	2/28/23	0.00
			INV DOLLARTREE21723	2/20/23	2/28/23 N	56.25	56.25-	001195	2/28/23	0.00
			INV DRPBX H35115HNI5QB	2/14/23	2/28/23 N	119.88	119.88-	001195	2/28/23	0.00
			INV DUNKIN22123	2/22/23	2/28/23 N	45.98	45.98-	001195	2/28/23	0.00
			INV DUPAGE CTY 14411	2/08/23	2/28/23 N	150.00	150.00-	001195	2/28/23	0.00
			INV EDIBLE S0689092528	2/13/23	2/28/23 N	62.99	62.99-	001195	2/28/23	0.00
			INV ELITE 3566	2/28/23	2/28/23 N	243.00	243.00-	001195	2/28/23	0.00
			INV FB 11394187	2/01/23	2/28/23 N	70.07	70.07-	001195	2/28/23	0.00
			INV FB6603718	2/21/23	2/28/23 N	547.77	547.77-	001195	2/28/23	0.00
			INV FB6605249	2/21/23	2/28/23 N	337.58	337.58-	001195	2/28/23	0.00
			INV FB6607238	2/21/23	2/28/23 N	667.14	667.14-	001195	2/28/23	0.00
			INV FEB 2023	2/20/23	2/28/23 N	18.09	18.09-	001195	2/28/23	0.00
			INV FIREBOAT628231	2/15/23	2/28/23 N	697.00	697.00-	001195	2/28/23	0.00
			INV FUNEXPRESS72266123	2/02/23	2/28/23 N	134.11	134.11-	001195	2/28/23	0.00
			INV GOLDSTAR 20230025	2/07/23	2/28/23 N	250.25	250.25-	001195	2/28/23	0.00
			INV GOLDSTAR 20230026	2/07/23	2/28/23 N	65.00	65.00-	001195	2/28/23	0.00
			INV GOLDSTR-20230045	2/15/23	2/28/23 N	661.00	661.00-	001195	2/28/23	0.00
			INV GOLF CLUB 62006	2/23/23	2/28/23 N	4,680.45	4,680.45-	001195	2/28/23	0.00
			INV GOLF CLUB 62013	2/23/23	2/28/23 N	2,269.35	2,269.35-	001195	2/28/23	0.00
			INV GP 27374232	2/06/23	2/28/23 N	23.75	23.75-	001195	2/28/23	0.00
			INV GSTAR20230034	2/13/23	2/28/23 N	206.00	206.00-	001195	2/28/23	0.00
			INV GSTAR20230035	2/13/23	2/28/23 N	189.00	189.00-	001195	2/28/23	0.00
			INV HD 1943-02-81105	2/09/23	2/28/23 N	403.47	403.47-	001195	2/28/23	0.00
			INV HD 82372-2/21	2/23/23	2/28/23 N	142.22	142.22-	001195	2/28/23	0.00
			INV HOBLOB	2/27/23	2/28/23 N	17.42	17.42-	001195	2/28/23	0.00
			INV HOBLOB-046291	2/27/23	2/28/23 N	20.36	20.36-	001195	2/28/23	0.00
			INV IAPD 5879759569	2/20/23	2/28/23 N	280.00	280.00-	001195	2/28/23	0.00
			INV IN00577125	2/06/23	2/28/23 N	390.00	390.00-	001195	2/28/23	0.00
			INV IN00577132	2/06/23	2/28/23 N	325.00	325.00-	001195	2/28/23	0.00
			INV IN00577244	2/06/23	2/28/23 N	369.50	369.50-	001195	2/28/23	0.00
			INV INTOTHEWOODS215231	2/01/23	2/28/23 N	150.00	150.00-	001195	2/28/23	0.00
			INV INTOTHEWOODS215232	2/03/23	2/28/23 N	32.00	32.00-	001195	2/28/23	0.00
			INV INTOTHEWOODS215233	2/03/23	2/28/23 N	66.00	66.00-	001195	2/28/23	0.00
			INV INTOTHEWOODS215234	2/07/23	2/28/23 N	16.00	16.00-	001195	2/28/23	0.00
			INV INTOTHEWOODS215235	2/07/23	2/28/23 N	15.50	15.50-	001195	2/28/23	0.00
			INV IPASS 2/20/23	2/22/23	2/28/23 N	20.00	20.00-	001195	2/28/23	0.00
			INV JEWEL 2/7/23-DG	2/09/23	2/28/23 N	79.16	79.16-	001195	2/28/23	0.00
			INV JEWEL-10/20/23-TC	2/17/23	2/28/23 N	24.98	24.98-	001195	2/28/23	0.00
			INV JEWEL00007495	2/15/23	2/28/23 N	27.48	27.48-	001195	2/28/23	0.00

VENDOR	PO	VENDOR NAME	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004702	PCARD	- FIFTH THIRD BANK	**	CONTINUED	**							
		INV JEWEL21523			2/17/23	2/28/23	N	61.56	61.56-	001195	2/28/23	0.00
		INV JEWEL22123			2/23/23	2/28/23	N	136.75	136.75-	001195	2/28/23	0.00
		INV JIMMYJOHNSCHK13			2/21/23	2/28/23	N	87.92	87.92-	001195	2/28/23	0.00
		INV JTS 2/2/23			2/03/23	2/28/23	N	69.30	69.30-	001195	2/28/23	0.00
		INV KAMMES 140139			2/07/23	2/28/23	N	40.00	40.00-	001195	2/28/23	0.00
		INV KONICA 9009112076			2/07/23	2/28/23	N	594.27	594.27-	001195	2/28/23	0.00
		INV LEXJET20230201			2/02/23	2/28/23	N	391.92	391.92-	001195	2/28/23	0.00
		INV LOWE- 7574527			2/15/23	2/28/23	N	31.96	31.96-	001195	2/28/23	0.00
		INV LOWE- 88219508			2/13/23	2/28/23	N	19.98	19.98-	001195	2/28/23	0.00
		INV LOWE-024425			2/13/23	2/28/23	N	16.48	16.48-	001195	2/28/23	0.00
		INV LOWE-7399382			2/17/23	2/28/23	N	31.96	31.96-	001195	2/28/23	0.00
		INV LOWES 88282448			2/02/23	2/28/23	N	26.98	26.98-	001195	2/28/23	0.00
		INV LOWES 901185-2/6			2/07/23	2/28/23	N	46.98	46.98-	001195	2/28/23	0.00
		INV LOWES 901461-2/9			2/10/23	2/28/23	N	76.40	76.40-	001195	2/28/23	0.00
		INV LOWES 901687-1/31			2/01/23	2/28/23	N	56.60	56.60-	001195	2/28/23	0.00
		INV MARBERRY11896			2/01/23	2/28/23	N	99.20	99.20-	001195	2/28/23	0.00
		INV MENARDS 64AFE6FE13			2/02/23	2/28/23	N	26.15	26.15-	001195	2/28/23	0.00
		INV MICH1988			2/15/23	2/28/23	N	21.99	21.99-	001195	2/28/23	0.00
		INV MTI-01030191			2/06/23	2/28/23	N	890.00	890.00-	001195	2/28/23	0.00
		INV NEXTIVA 3/23			2/20/23	2/28/23	N	33.67	33.67-	001195	2/28/23	0.00
		INV NICOR-CCMG 1/20/23			2/03/23	2/28/23	N	149.83	149.83-	001195	2/28/23	0.00
		INV NICOR-CCWP12/21/22			2/03/23	2/28/23	N	163.95	163.95-	001195	2/28/23	0.00
		INV NICOR-FVRC 1/25/23			2/03/23	2/28/23	N	2,491.23	2,491.23-	001195	2/28/23	0.00
		INV NICOR-MB 12/21/22			2/03/23	2/28/23	N	464.61	464.61-	001195	2/28/23	0.00
		INV NICOR-SRC 12/21/22			2/03/23	2/28/23	N	2,179.97	2,179.97-	001195	2/28/23	0.00
		INV OBEN 4655-84233			2/15/23	2/28/23	N	11.77	11.77-	001195	2/28/23	0.00
		INV ORIENTAL 722974954			2/20/23	2/28/23	N	51.48	51.48-	001195	2/28/23	0.00
		INV PARTY 192937119297			2/02/23	2/28/23	N	6.00	6.00-	001195	2/28/23	0.00
		INV PARTYCITY3385			2/20/23	2/28/23	N	67.27	67.27-	001195	2/28/23	0.00
		INV PARTYCITY47076			2/20/23	2/28/23	N	12.90	12.90-	001195	2/28/23	0.00
		INV PARTYCITY8585			2/16/23	2/28/23	N	191.89	191.89-	001195	2/28/23	0.00
		INV PDRMA 2/10-JR			2/13/23	2/28/23	N	20.00	20.00-	001195	2/28/23	0.00
		INV PDRMA 2/10-JW			2/13/23	2/28/23	N	20.00	20.00-	001195	2/28/23	0.00
		INV PLAYPOW 1400267040			2/23/23	2/28/23	N	2,030.65	2,030.65-	001195	2/28/23	0.00
		INV PROSHRED 1106616			2/02/23	2/28/23	N	415.00	415.00-	001195	2/28/23	0.00
		INV PWRSYSTEMS5733905			2/20/23	2/28/23	N	167.22	167.22-	001195	2/28/23	0.00
		INV RIVERTRAILS22223			2/23/23	2/28/23	N	166.00	166.00-	001195	2/28/23	0.00
		INV SAMS 04120			2/17/23	2/28/23	N	151.10	151.10-	001195	2/28/23	0.00
		INV SAMS 120			2/17/23	2/28/23	N	68.88	68.88-	001195	2/28/23	0.00
		INV SAMS 4120			2/17/23	2/28/23	N	24.98	24.98-	001195	2/28/23	0.00
		INV SAVERS-7521			2/06/23	2/28/23	N	29.26	29.26-	001195	2/28/23	0.00
		INV SCW 758677			2/24/23	2/28/23	N	194.27	194.27-	001195	2/28/23	0.00
		INV SCW 763423			2/24/23	2/28/23	N	150.11	150.11-	001195	2/28/23	0.00
		INV SCW 763495			2/24/23	2/28/23	N	445.41	445.41-	001195	2/28/23	0.00
		INV SCW 763512			2/24/23	2/28/23	N	82.40	82.40-	001195	2/28/23	0.00
		INV SCW1766716			2/27/23	2/28/23	N	720.42	720.42-	001195	2/28/23	0.00
		INV SHEIN-7M001VD1			2/09/23	2/28/23	N	49.85	49.85-	001195	2/28/23	0.00
		INV SIGNPLACE 11094			2/22/23	2/28/23	N	285.00	285.00-	001195	2/28/23	0.00

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004702	PCARD - FIFTH THIRD BANK			** CONTINUED **								
			INV	ST00593223	2/06/23	2/28/23	N	250.00	250.00-	001195	2/28/23	0.00
			INV	STG DPOT	2/24/23	2/28/23	N	150.94	150.94-	001195	2/28/23	0.00
			INV	TYCO38344004	2/02/23	2/28/23	N	153.00	153.00-	001195	2/28/23	0.00
			INV	TYCO38344005	2/02/23	2/28/23	N	252.00	252.00-	001195	2/28/23	0.00
			INV	TYCO38344006	2/02/23	2/28/23	N	153.00	153.00-	001195	2/28/23	0.00
			INV	UOFI 2101	2/06/23	2/28/23	N	135.00	135.00-	001195	2/28/23	0.00
			INV	UOFI 2218	2/13/23	2/28/23	N	45.00	45.00-	001195	2/28/23	0.00
			INV	VERIZON 9927091543	2/27/23	2/28/23	N	1,545.22	1,545.22-	001195	2/28/23	0.00
			INV	VP-CJ7ZSJ52	2/01/23	2/28/23	N	34.50	34.50-	001195	2/28/23	0.00
			INV	WAL1010	2/20/23	2/28/23	N	13.41	13.41-	001195	2/28/23	0.00
			INV	WAL2290	2/15/23	2/28/23	N	34.61	34.61-	001195	2/28/23	0.00
			INV	WAL4944	2/16/23	2/28/23	N	9.54	9.54-	001195	2/28/23	0.00
			INV	WAL9242	2/06/23	2/28/23	N	18.53	18.53-	001195	2/28/23	0.00
			INV	WARE5425396-0	2/02/23	2/28/23	N	111.80	111.80-	001195	2/28/23	0.00
			INV	WARE5429254-0	2/08/23	2/28/23	N	335.40	335.40-	001195	2/28/23	0.00
			INV	WARE5431323-0	2/10/23	2/28/23	N	335.40	335.40-	001195	2/28/23	0.00
			INV	WARE54372340-0	2/22/23	2/28/23	N	335.40	335.40-	001195	2/28/23	0.00
			INV	WD 5432384-0	2/14/23	2/28/23	N	46.78	46.78-	001195	2/28/23	0.00
			INV	WD 5432454-0	2/14/23	2/28/23	N	670.58	670.58-	001195	2/28/23	0.00
			INV	WD 5432473-0	2/14/23	2/28/23	N	440.03	440.03-	001195	2/28/23	0.00
			INV	WD 5432935-0	2/21/23	2/28/23	N	72.25	72.25-	001195	2/28/23	0.00
			INV	WD 5432935-1	2/21/23	2/28/23	N	48.25	48.25-	001195	2/28/23	0.00
			INV	WD 5437800-0	2/21/23	2/28/23	N	72.09	72.09-	001195	2/28/23	0.00
			INV	WEISS-17563943	2/09/23	2/28/23	N	104.85	104.85-	001195	2/28/23	0.00
			INV	WP58529548	2/03/23	2/28/23	N	599.97	599.97-	001195	2/28/23	0.00
				** TOTALS **				55,912.99	55,912.99-			0.00
01-004713	CHICAGO FILTER SUPPLY, INC											
		23-44527	INV	69159	2/03/23	2/24/23	N	428.48	428.48-	106978	2/24/23	0.00
		23-44526	INV	69163	2/03/23	2/24/23	N	677.24	677.24-	106978	2/24/23	0.00
				** TOTALS **				1,105.72	1,105.72-			0.00
01-004720	VERNON J. GORMAN											
			INV	OFFICIAL 2/10	2/10/23	2/17/23	Y	60.00	60.00-	106969	2/17/23	0.00
			INV	OFFICIAL 2/3	2/03/23	2/17/23	Y	90.00	90.00-	106969	2/17/23	0.00
				** TOTALS **				150.00	150.00-			0.00
01-004737	MARK A. GASCON											
		23-44518	INV	INV00801	2/11/23	2/24/23	Y	170.00	170.00-	106980	2/24/23	0.00
				** TOTALS **				170.00	170.00-			0.00
01-004748	STUCKEY CONSTRUCTION COMPA											
		22-43790	INV	22-034-6	1/31/23	2/10/23	N	36,783.90	36,783.90-	106939	2/10/23	0.00
				** TOTALS **				36,783.90	36,783.90-			0.00
01-004799	SHANE HAMILTON											
		23-44477	INV	2023 IPRA-SH	2/07/23	2/10/23	N	130.03	130.03-	106929	2/10/23	0.00
				** TOTALS **				130.03	130.03-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004806	AHW LLC	23-44500	INV	11545121	1/30/23	2/17/23	Y	156.63	156.63-	106963	2/17/23	0.00
					**	TOTALS	**	156.63	156.63-			0.00
01-004826	TRICO MECHANICAL INC.	23-44524	INV	7250	2/10/23	2/24/23	N	988.00	988.00-	106983	2/24/23	0.00
					**	TOTALS	**	988.00	988.00-			0.00
01-1	MISC VENDOR (REFUNDS ONLY)											
	INV REC # 2011837.008				2/02/23	2/10/23	N	152.00	152.00-	106937	2/10/23	0.00
	INV REC # 2011867.008				2/15/23	2/24/23	N	80.00	80.00-	106979	2/24/23	0.00
	INV REC# 2011801.008				1/30/23	2/03/23	N	113.73	113.73-	106918	2/03/23	0.00
	INV REC# 2011817.008				1/31/23	2/03/23	N	190.24	190.24-	106913	2/03/23	0.00
	INV REC# 2011861.008				2/10/23	2/17/23	N	920.00	920.00-	106971	2/17/23	0.00
	INV REC# 2011866.008				2/14/23	2/17/23	N	120.00	120.00-	106972	2/17/23	0.00
					**	TOTALS	**	1,575.97	1,575.97-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	270,897.42	270,897.42CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	270,897.42	270,897.42CR	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y
** PRE-PAID INVOICES **

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	270,897.42	270,897.42CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	270,897.42	270,897.42CR	0.00

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 204000	DUE TO VILLAGE OF CAROL STREAM	63.00
10 217000	SECTION 125	1,719.94
10 5-00-00-550	AUDITING SERVICES	8,000.00
10 5-00-00-553	PRINTING	219.95CR
10 5-00-00-558	SECURITY SERVICES	558.00
10 5-00-00-565	BACKGROUND CHECKS-EMPLOYEES	142.50
10 5-00-00-566	BACKGROUND CHECKS-NON-EMPLOYEE	1,225.50
10 5-00-00-610	PDRMA PROPERTY	4,031.04
10 5-00-00-611	PDRMA LIABILITY	1,948.30
10 5-00-00-612	PDRMA EMPLOYMENT	683.70
10 5-00-00-613	PDRMA POLLUTION	117.97
10 5-00-00-614	PDRMA WORKMENS COMP	3,789.28
10 5-00-00-651	MINOR EQUIPMENT-SAFETY	34.50
10 5-00-00-800	CAPITAL EQUIPMENT	20,534.00
10 5-10-00-540	SECTION 125 PLAN	350.00
10 5-10-00-546	TELEPHONE	189.26
10 5-10-00-555	PUBLIC NOTICES	40.25
10 5-10-00-556	MAINTENANCE CONTRACTS	3,874.17

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-10-00-560	MEETINGS	349.30
10 5-10-00-590	OTHER SERVICES	202.50
10 5-10-00-620	STAFF INCENTIVE	188.56
10 5-10-00-651	MINOR EQUIPMENT	498.70
10 5-10-00-652	OFFICE SUPPLIES	134.93
10 5-10-00-668	COMMISSIONER EXPENSE	470.10
10 5-12-00-500	MARKETING GENERAL EXPENSE	14.19
10 5-12-00-546	TELEPHONE	51.15
10 5-12-00-570	CONTRACTUAL SERVICES	170.00
10 5-12-00-590	OTHER SERVICES	289.86
10 5-15-00-546	TELEPHONE	180.23
10 5-15-00-547-083	ELECTRIC-ARMSTRONG PARK NORTH	102.26
10 5-15-00-547-085	ELECTRIC-ARMSTRONG PARK SOUTH	431.65
10 5-15-00-547-086	ELECTRIC-BIERMAN	24.51
10 5-15-00-547-089	ELECTRIC-HAMPE	97.76
10 5-15-00-547-093	ELECTRIC-MEMORIAL PARK	18.73
10 5-15-00-547-094	ELECTRIC-POND AERATORS	22.73
10 5-15-00-547-095	ELECTRIC-RED HAWK	229.56
10 5-15-00-547-096	ELECTRIC-SLEPICKA	24.45
10 5-15-00-547-097	ELECTRIC-UNDERPASS IL64	43.50
10 5-15-00-547-098	ELECTRIC-CAROLSHIRE PARK	34.20
10 5-15-00-548	REFUSE	270.06
10 5-15-00-559	TRAINING/SEMINARS	350.03
10 5-15-00-560	MEETINGS	40.24
10 5-15-00-562	REPAIR SERVICES	4,874.00
10 5-15-00-590	OTHER SERVICES	40.00
10 5-15-00-651	MINOR EQUIPMENT	528.36
10 5-15-00-656	JANITORIAL SUPPLIES	426.17
10 5-15-00-657	CLOTHING SUPPLIES	243.00
10 5-15-00-659	VEHICLE FUELS	1,387.25
10 5-15-00-660	PLAYGROUND MATERIAL/MAINT	2,030.65
10 5-15-00-660-059	PLAYGROUND MAINT-DOG PARK	107.15
10 5-15-00-663	VEHICLE REPAIRS	1,282.14
10 5-15-00-664	REPAIR/MAINT MATERIALS	69.08
10 5-15-00-664-058	REPAIR/MAINT MAT-VANDALISM	226.13
10 5-15-00-673	TOOL REPAIR & PARTS	341.50
10 5-28-00-544	GAS	464.61
10 5-28-00-545	WATER/SEWER	18.89
10 5-28-00-546	TELEPHONE/INTERNET	594.52
10 5-28-00-547	ELECTRIC	460.57
10 5-28-00-548	REFUSE	67.52
10 5-28-00-556	MAINTENANCE CONTRACTS	473.68
10 5-28-00-562	REPAIR SERVICES	369.50
10 5-28-00-656	JANITORIAL SUPPLIES	94.00
10 5-28-00-664	REPAIR/MAINT SUPPLIES	90.90
10 5-62-00-546	TELEPHONE	102.29
	** FUND TOTAL **	65,612.57

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
12 5-00-00-723	FOUNTAIN VIEW REC CENTER	400.00
	** FUND TOTAL **	400.00
20 205000	REGISTRATION CLIENT PAYABLE	1,575.97
20 206216	D/T THEATRE FUNDRAISER	717.06
20 206221	D/T DANCE COMPANY FUNDRAISER	59.97
20 206902	D/T GYMNAST SPRINGER FUNDRAISE	22.57
20 207060	D/T PGM MERCH SALES TAX	44.91
20 207992	D/T FVRC CONC SALES TAX	102.88
20 207993	D/T SRC CONC SALES TAX	16.54
20 4-14-00-481-992	RECOVERY OF COST-FVRC CONCES	1.88CR
20 4-14-00-481-993	RECOVERY OF COST-SRC CONCESSIO	0.54CR
20 4-60-00-481	RECOVERY OF COST-RECREATION	0.91CR
20 5-12-00-554	ADVERTISING DIGITAL	70.07
20 5-12-00-669	POSTAGE	4,000.00
20 5-12-00-690	DEPARTMENT SUPPLIES	391.92
20 5-13-00-543	CABLE	245.80
20 5-13-00-544	GAS	2,491.23
20 5-13-00-545	WATER/SEWER	1,699.70
20 5-13-00-546	TELEPHONE/INTERNET	1,526.14
20 5-13-00-547	ELECTRIC	9,335.91
20 5-13-00-548	REFUSE	667.14
20 5-13-00-556	MAINTENANCE CONTRACTS	4,843.96
20 5-13-00-562	REPAIR SERVICES	1,466.17
20 5-13-00-651	MINOR EQUIPMENT FACILITY	2,846.53
20 5-13-00-654	CHEMICALS-POOL	829.24
20 5-13-00-656	JANITORIAL SUPPLIES	874.22
20 5-13-00-664	REPAIR & MAINT SUPPLIES	787.82
20 5-13-00-665	SAFETY SUPPLIES-FVRC	506.40
20 5-14-00-546	TELEPHONE	304.26
20 5-14-00-640-991	DRY GOODS SUPPLIES-MCCASLIN	24.98
20 5-14-00-642-991	MCCAS-PERISHABLE FOOD SUPPLIES	151.10
20 5-14-00-643-991	MCCAS-NON-ALCOH BEV SUPPLIES	689.51
20 5-14-00-651-991	MINOR EQMT FAC-MCCASLIN CONC	888.12
20 5-23-00-543	CABLE	10.52
20 5-23-00-544	GAS	2,179.97
20 5-23-00-545	WATER/SEWER	12.63
20 5-23-00-546	TELEPHONE/INTERNET	2,092.93
20 5-23-00-547	ELECTRIC	1,939.69
20 5-23-00-548	REFUSE	547.77
20 5-23-00-556	MAINTENANCE CONTRACTS	968.48
20 5-23-00-562	REPAIR SERVICES	350.00
20 5-23-00-651	MINOR EQUIPMENT FACILITY	403.73
20 5-23-00-656	JANITORIAL SUPPLIES	445.42
20 5-23-00-664	REPAIR & MAINT. SUPPLIES	393.07
20 5-24-00-544	GAS	163.95
20 5-24-00-545-087	WATER/SEWER-CORAL COVE	113.62

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-24-00-547	ELECTRIC	239.74
20 5-24-00-664	REPAIR & MAINT. SUPPLIES	25.54
20 5-26-00-544	GAS	135.15
20 5-26-00-547	ELECTRIC	135.15
20 5-26-00-556	MAINTENANCE CONTRACTS	524.70
20 5-60-00-543-641	CABLE - RENTAL FIELDS	18.09
20 5-60-00-546	TELEPHONE	231.37
20 5-60-00-553	PRINTING-RECREATION	23.75
20 5-60-00-553-695	PRINTING-REC ADVERTISING	285.00
20 5-60-00-559	TRAINING/SEMINAR	20.65
20 5-60-00-560-622	MEETINGS - LOCAL EVENTS	160.00
20 5-60-00-590	OTHER SERVICES	234.95
20 5-60-00-592-642	RENTAL FVRC SUPPLIES	427.95
20 5-60-00-592-643	RENTAL GYMNASIUM SUPPLIES	847.00
20 5-60-00-595-642	RENTAL FVRC SERVICES	139.42
20 5-60-00-651-641	MINOR EQMT RENTAL FIELDS	1,030.00
20 5-60-00-652	OFFICE SUPPLIES	11.96
20 5-60-00-667	AUTO REIMBURSEMENT	20.00
20 5-60-00-690	DEPARTMENT SUPPLIES	94.65
20 5-60-16-592-135	PGM SUP - PRESCHOOL	340.19
20 5-60-20-592-203	PGM SUP - YOUTH B-DAY PARTIES	77.63
20 5-60-20-595-203	PGM SRV - YOUTH B-DAY PARTIES	38.92
20 5-60-21-595-205	PGM SRV - SPECIAL INTEREST	92.40
20 5-60-23-592-215	PGM SUP - YOUTH THEATRE	927.23
20 5-60-23-592-220	PGM SUP - SEASONAL DANCE	55.83
20 5-60-23-594-220	PGM MERCH - SEASONAL DANCE	24.49CR
20 5-60-23-594-224	MERCH RESALE SUP-DANCE RECITAL	104.85
20 5-60-23-595-215	PGM SRV - YOUTH THEATRE	890.00
20 5-60-23-595-224	PGM SRV - DANCE RECITAL	16.99
20 5-60-28-592-258	PGM SUP - YTH DODGEBALL LEAGUE	311.00
20 5-60-28-592-260	PGM SUP - YOUTH BASKETBALL	108.07
20 5-60-28-592-860	PGM SUP-YTH BB/SB LEAGUES	3,862.75
20 5-60-28-595-258	PGM SRV - YTH DODGEBALL LEAGUE	900.00
20 5-60-28-595-260	PGM SRV - YOUTH BASKETBALL	3,601.00
20 5-60-29-546-290	TELEPHONE-YTH B/A SCHOOL	358.02
20 5-60-29-592-290	PGM SUP - YOUTH B/A SCHOOL	1,082.64
20 5-60-29-592-298	PGM SUP - YTH KDS CARE DAY OFF	57.34
20 5-60-29-595-296	PGM SRV-D93 REMOTE LEARNING	166.00
20 5-60-48-592-435	PGM SUP - ADULT SOFTBALL	1,801.20
20 5-60-48-595-440	PGM SRV - ADULT SPORTS LEAGUES	5,058.00
20 5-60-54-592-515	PGM SUP-FOREVER YNG SPEC EVENT	266.84
20 5-60-55-595-520	PGM SRV-FOREVER YNG DAY TRIPS	1,026.50
20 5-60-55-595-525	PGM SRV-FOREVER YNG OVRNT TRIP	1,239.00
20 5-60-61-595-680	PGM SRV-SPORTS INSTRUCTIONAL	2,182.95
20 5-60-64-592-610	PGM SUP - FAMILY SPECIAL EVENT	318.81
20 5-60-64-595-610	PGM SRV - FAMILY SPECIAL EVENT	9,696.42
20 5-60-70-570-700	CONTRACTUAL SRVS-FVRC POOL	33,715.46

A C C O U N T S P A Y A B L E
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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-70-595-700	PGM SRV - INDOOR POOL	1,530.00
20 5-60-71-592-707	PGM SUP-INSTR/COORD SWIM LESSO	250.25
20 5-60-78-592-710	PGM SUP - SWIM TEAM	599.25
20 5-60-80-543-800	CABLE - FITNESS CENTER	368.70
20 5-60-80-592-800	PGM SUP-FITNESS CENTR-MEM/PASS	1,007.23
20 5-60-80-649-800	MINOR EQUIPMENT-FITNESS	167.22
20 5-60-80-657-800	CLOTHING-FITNESS CENTER	395.00
20 5-60-91-592-905	PGM SUP - GYMNASTIC INSTRUCTNL	105.81
20 5-60-98-595-901	PGM SRV - GYMNASTIC TEAM	1,275.00
20 5-64-00-547	ELECTRIC-MCCASLIN FIELDS	638.77
20 5-64-00-556	MAINTENANCE CONTRACTS	20.00
20 5-65-00-544	GAS	149.83
20 5-65-00-546	TELEPHONE/INTERNET	304.25
20 5-65-00-547	ELECTRIC	121.67
20 5-65-00-650	EQUIPMENT RENTAL	60.00
	** FUND TOTAL **	126,668.17
25 5-00-00-575	INCLUSION COSTS	24,594.56
	** FUND TOTAL **	24,594.56
34 5-00-00-713	TECHNOLOGY	872.19
	** FUND TOTAL **	872.19
42 5-00-00-760	MCCASLIN PARK IMPROVEMENTS	150.00
42 5-75-00-722	COMMUNITY PARK	177.33
42 5-75-00-736	WALTER PARK	2,102.00
42 5-75-00-753	CORAL COVE WATER PARK	39,339.12
42 5-75-00-762	PARKS/PLAYGROUNDS	10,981.48
	** FUND TOTAL **	52,749.93

	** TOTAL **	270,897.42

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
10	NON-DEPARTMENTAL	1,782.94
10 00	ANCILLARY FUNDS	40,844.84
10 10	FINANCE/ADMINISTRATION	6,297.77
10 12	MARKETING/COMMUNICATION	525.20
10 15	PARKS	13,425.34
10 28	MAINTENANCE FACILITY	2,634.19
10 62	REGISTRATION SERVICES	102.29
	** FUND TOTAL **	65,612.57
12 00	REC REPAIR & REPLACEMENT	400.00
	** FUND TOTAL **	400.00
20	NON-DEPARTMENTAL	2,539.90
20 12	MARKETING/COMMUNICATION	4,461.99
20 13	FOUNTAIN VIEW REC CENTER	28,120.26
20 14	CONCESSIONS	2,055.55
20 23	SIMKUS FACILITY	9,344.21
20 24	CORAL COVE	542.85
20 26	EVERGREEN GYM FACILITY	795.00
20 60	RECREATION	77,513.89
20 64	MCCASLIN FIELDS	658.77
20 65	MINIATURE GOLF	635.75
	** FUND TOTAL **	126,668.17
25 00	SPECIAL RECREATION	24,594.56
	** FUND TOTAL **	24,594.56
34 00	CAPITAL PROJECTS	872.19
	** FUND TOTAL **	872.19
42 00	CAPITAL PROJECTS	150.00
42 75	2021 CAPITAL IMPROVEMENTS	52,599.93
	** FUND TOTAL **	52,749.93

	** TOTAL **	270,897.42

0 ERRORS
0 WARNINGS

SELECTION CRITERIA

VENDOR SET: ALL
 VENDOR: THRU ZZZZZZ
 VENDOR CLASS: ALL
 BANK CODES: Include: APBNK
 1099 BOX: All
 COMMENT CODES: All
 HOLD STATUS: Both
 AP BALANCE AS OF: 0/00/0000
 ADVANCED SELECTION: YES

ITEM SELECTION: PAID ITEMS
 FUNDS: All
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ
 ITEM AMOUNT: 999,999,999.00CR THRU 999,999,999.00

PRINT OPTIONS:

SEQUENCE: VENDOR NUMBER
 REPORT TYPE: SUMMARY
 SORT TRANSACTIONS BY DATE: NO
 G/L ACCOUNTS/PROJECTS: YES
 ONE VENDOR PER PAGE: NO
 ONE DEPARTMENT PER PAGE: NO
 PRINT STUB COMMENTS: NO
 PRINT COMMENT CODES: None
 PRINT W/ PO ONLY: NO

DATE SELECTION:

PAYMENT DATE: 2/01/2023 THRU 2/28/2023
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 0/00/0000 THRU 99/99/9999

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: March 13, 2023
Approval: Lifeguard Services Agreement 2023-2025, Jeff Ellis Management, LLC **Agenda Item # 7A**

Issue

Should the Board make a motion to approve a Services Agreement with Jeff Ellis Management (JEM) LLC Maitland, Florida for contractual lifeguard services for the term of 2023-2025.

Background/Reasoning

At the February 27, 2023 Board Meeting, the Board asked staff to gather additional information on two items related to fees: EAVS® Licensing Fees in the Coral Cove Water Park Service Agreement and General Liability Coverage in both agreements.

EAVS® Licensing Fees

Staff was successfully able to negotiate a waiver of the EAVS® Annual licensing fee due if the IDPH variance is not granted for Coral Cove in 2023. Waiver language has been added to the Coral Cove Water Park agreement. JEM plans to install the EAVS® system at Coral Cove Water Park regardless of IDPH approval and we view this as an enhanced safety feature at our pool. The EAVS® annual licensing fee for Fountain View Indoor Pool will remain as the system is fully functional and serving as an enhanced safety tool.

The updated language can be found on page 28 of the Coral Cove Water Park Service Agreement and states:

“Should the State not grant a variance for the use of EAVS®, Service Provider shall charge Customer an additional \$23,000.00 per season. The fee represents an increase to the Customer of \$35,000.00 in order to staff the facility under a traditional model along with a reduction of \$12,000.00 (EAVS® Annual Fee removed).”

General Liability Coverage

This is a pass through cost; if not broken out, it would have been included as part of the Administrative Costs. A similar line item was included in the last contract with JEM.

Supporting Documents

Jeff Ellis Management Services Agreement, Fountain View Indoor Pool
Jeff Ellis Management Services Agreement, Coral Cove Water Park

Cost

Fountain View Recreation Center

2023: \$404,585.52

2024: \$422,002.20

2025: \$431,025.36

GL: 20-5-60-70-570-700

Coral Cove Water Park

2023: \$253,121.88

2024: \$263,128.68

2025: \$265,307.08

GL: 20-5-60-70-570-754

*Should the State not grant a variance for the use of EAVS®, Service Provider shall charge Customer an additional \$23,000.00 per season. The fee represents an increase to the Customer of \$35,000.00 in order to staff the facility under a traditional model along with a reduction of \$12,000.00 (EAVS® Annual Fee removed). Total amount included in the 2023 Park District budget.

Public/Customer Impact

Continuing to utilize a contractual provider will ensure smooth operations for our aquatic facilities and allows the District to continue to provide programming and pool services.

Recommendation

That the Board make a motion to approve the Services Agreement with Jeff Ellis Management (JEM) LLC Maitland, Florida for contractual lifeguard services for the term of 2023-2025.



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

CAROL STREAM PARK DISTRICT

FOUNTAIN VIEW INDOOR POOL

dated as of

February 27, 2023

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of February 27, 2023 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place Suite 116; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District**, with offices located at 849 W. Lies Rd.; Carol Stream; IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

"Customer Equipment" means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

"Customer Materials" any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

"Deliverables" means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"EAVS®" refers to the Ellis Aquatic Vigilance System used and installed by Service Provider.

"Force Majeure Event" has the meaning set forth in **Section 17.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, declaration of pandemic or other state of emergency, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(f)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed

or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services including "EAVS" Ellis Aquatic Vigilance System.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

ARTICLE II SERVICES

Section 2.01 Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

Section 2.02 Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable;

(f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work; and

(g) failure to include one or more of the following shall not be a breach of this agreement, and if this **Section 2.02** and the Statement of Work conflict, the Statement of Work shall control.

ARTICLE III SERVICE PROVIDER'S OBLIGATIONS

Section 3.01 The Service Provider shall:

(a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and

(b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:

(i) Customer's request pursuant to **Section 3.01(c)**; or

(ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;

(c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel;

(d) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;

(e) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and

(f) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

Section 3.02 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**ARTICLE IV
CUSTOMER'S OBLIGATIONS**

Section 4.01 Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(e)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start except in cases where the Service Provider is responsible for licenses or compliance with Law;

(f) keep, maintain, and ensure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

Section 4.02 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

**ARTICLE V
CHANGE ORDERS**

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

(a) the likely time required to implement the change;

- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

Section 5.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing, and only in writing, on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

ARTICLE VI TERM

This Agreement shall commence upon signing and shall continue from **January 1st, 2023 thru December 31st, 2025 for Indoor Pool**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

In the event this Agreement is terminated by operation of law or otherwise prior to the expiration of its Term, then, in that event, all EAVS[®] operating equipment (hardware and software including but not limited to: Cameras, NVRs, Gig Switches, TV Monitors, Workstations, cables, etc....), finished documents, manuals, data, studies, surveys, drawings, maps, models and system reviews prepared by Service Provider shall be removed from the property. Service Provider maintains ownership of all EAVS[®] related equipment and materials. Customer must allow Service Provider access to retrieve any and all EAVS[®] items.

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

Section 7.01 In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B and the reimbursement of expenses pursuant to this **Article VII**.

Section 7.02 Where the Services are provided on a time and materials basis:

- (a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

Section 7.03 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in Exhibit B. The total price shall be paid to Service Provider in installments, as set out in Exhibit B. At the end of a period specified in Exhibit B in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

Section 7.04 Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

Section 7.05 After conclusion of the term for Services as set forth in **Section 7.01**, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that*:

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
 - (b) such increases occur no more frequently than once per contract year of the Term;
- and
- (c) the amount of such increase shall not exceed five percent (5%).

Section 7.06 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within fifteen (15) days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall assess a 1.5% monthly finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hours advance written notice to Customer.

Section 7.07 In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

Section 7.08 In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.01 Service Provider and its licensors and Affiliates are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

Section 8.02 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

Section 8.03 Any and all items including all Intellectual Property, hardware, software, switches, video recordings, voice recordings, or any other items as listed in **Exhibit A** related to the installation and use of the Ellis Aquatic Vigilance System (EAVS®) shall remain the property of the Service Provider.

ARTICLE IX CONFIDENTIAL INFORMATION

Section 9.01 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are

themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Section 9.02 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(c) the contract and related information as may be required by the Illinois Freedom of Information Act (FOIA).

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Section 9.03 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.01 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 10.02 Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

Section 10.03 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

ARTICLE XI INDEMNIFICATION

Section 11.01 Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, commissioners, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.02 Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider arising out of or resulting from any third-party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.01 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.02**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.02 Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.
- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- e) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.

- f) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.
- g) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- h) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.
- i) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- j) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not to be the result of negligence of Service Provider.
- k) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

Section 12.03 The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Service Provider's indemnification obligations under **Section 11.01** (Indemnification);
- (d) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (e) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (f) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (g) damages or liabilities to the extent covered by a party's insurance; and

(h) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION

Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. If the Agreement is terminated by Customer before the completion of the contract, the Customer will be responsible to pay Service Provider a pro-rated sum of Twenty-Four Thousand Dollars (\$24,000.00) for the facility. Pro-rated amounts will follow the schedule shown below:

- Termination occurring in 2023 – Customer will pay Service Provider \$24,000.00
- Termination occurring in 2024 – Customer will pay Service Provider \$16,000.00
- Termination occurring in 2025 – Customer will pay Service Provider \$8,000.00

Section 13.01 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.02 Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

Section 13.03 The rights and obligations of the parties set forth in this **Section 13.03** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.02, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV

INSURANCE

Section 14.01 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

Section 14.02 All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

Section 14.03 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for

all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

ARTICLE XV NON-SOLICITATION

Section 15.01 During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

Section 15.02 If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XVI NON-EXCLUSIVITY

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (hereunder for obligations for payment arising prior to the event or act of Force Majeure described below), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;

- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) pandemic or state of emergency declared by any government official;
- (h) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (i) shortage of adequate power or telecommunications or transportation facilities; or
- (j) if the hours of the pool are reduced or closed by an Act of God or by government order, including but not limited to COVID restrictions or disease, then the usage of Service Provider's services and the pricing for those services shall be reduced from the labor cost at least proportionate to the reduction of pool usage or more;
- (k) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 17.02 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

Section 17.03 The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 18.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 18.03 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Section 18.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC
Attention: Jonathan Hartman
PO Box 2160
Windermere, FL 34786
Facsimile: 407-868-9657

If to Customer:

Carol Stream Park District
910 North Gary Ave.
Carol Stream, IL 60188

Section 18.05 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement;

(y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.06 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

Section 18.07 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 18.08 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.09 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise,

or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 18.13 Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 18.14 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 18.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 18.16 This Agreement was formed in the County of Dupage, Illinois and jurisdiction for any and all litigation is agreed to take place in the County of Dupage, Illinois.

Section 18.17 Service Provider shall comply with all employment rules, regulations, ordinances and laws whether Federal, State or Local including but not limited to wage, hour, hiring, Civil Rights, payroll taxes, and workers' compensation.

Section 18.18 Service Provider shall supply appropriate language for signage related to the use of the Ellis Aquatic Vigilance System (EAVS®). Signage should be posted in areas which both patrons and employees of the facility can be notified. Language must include phrasing notifying individuals that both video and sound recordings are occurring throughout the aquatic facility and in the EAVS® monitoring room.

[SIGNATURE PAGE FOLLOWS]

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

SERVICE PROVIDER

JEFF ELLIS MANAGEMENT, LLC

By_____

Name: Jonathan Hartman

Title: VP of Finance/Business

Date:

CUSTOMER

Carol Stream Park District

By_____

Name:

Title:

Date:

EXHIBIT A

STATEMENT OF WORK: SERVICES AND DELIVERABLES

Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Indoor Pool
910 N Gary Ave.
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:
 - a. Service Provider shall employ, train, assign, schedule, and supervise employees to safely operate said aquatic facility or facilities pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual that is published by Jeff Ellis & Associates, Inc. for the term of this Agreement.
 - b. Service Provider will administer, supervise and otherwise manage the daily operations of said aquatic facility or facilities for the term of this Agreement.
 - c. Service Provider will provide general cleaning, sanitation, organization, and maintenance of the locker rooms, lavatories, showers, pool decks, swimming pools, other aquatic facility equipment for said aquatic facility or facilities for the term of this Agreement.
 - i. Hourly and End of Day
 1. Check locker rooms and lavatories
 - a. Pick up trash/garbage on the floors and counter tops
 - b. Wipe excess water from counter tops
 - c. Empty garbage containers that are filled
 - d. Fill toilet paper and paper towel dispensers as needed
 - ii. End of Day
 1. Pool Deck
 - a. Pick up trash/garbage
 - b. Empty garbage containers that are filled
 - d. Service Provider will sanitize, place, and remove vacuum, and otherwise monitor water quality for all aquatic facility or facilities spas and swimming pools identified in Appendix A.

- e. Service Provider shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:
 - i. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - ii. Organize, sanitize, make ready and otherwise prepare pool decks, and swimming pools for daily operation.
 - iii. Distribute, ready and position emergency rescue equipment for use.
 - f. Service Provider shall perform the following daily operational services for said aquatic facility or facilities:
 - i. Assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
 - ii. Assign and schedule the lifeguards and/or attendants to provide general supervision for daily operations.
 - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
 - g. Service Provider shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
 - i. Collect and remove trash from all office trash receptacles.
 - ii. Collect and store emergency rescue equipment for future use on a daily basis.
 - iii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
 - iv. Organize, sanitize, make ready and otherwise prepare pool decks, and swimming pools for daily operation.
3. Service Provider will provide, maintain and operate the following emergency rescue equipment for said aquatic facility or facilities:
- a. Automatic External Deliberator
 - b. Supplemental Oxygen Support Unit
 - c. Bag Valve Mask
 - d. Oral Suction Device
 - e. Seal Easy Mask(s)
 - f. Rescue Tube(s)

- g. Life Jacket(s)
- h. Spinal Management and Extrication Board

Customer will provide, the following equipment for said aquatic facility or facilities

- a. Chemical Testing Reagents
 - b. Spinal Management and Extrication Board
 - c. First Aid Supplies
 - d. Cleaning/Sanitation Supplies
 - e. Lifeguard Stand
4. Service Provider develop and Emergency Action Plan pursuant to the guidelines set forth in the “Comprehensive Aquatic Risk Management Program” manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

Operating Schedule

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

Ellis Aquatic Vigilance System (EAVS®)

1. Service Provider's Responsibilities

- Network Video Recorder (NVR)
- Analytic Cameras and Licenses
- Data Storage
- Customized CCTV Operators Room Workstations
- Adaptors
- Brackets
- Desktop Microphones
- Radios and Licenses
- CCTV Room Design to include TVs, HDMI cables, desktops, chairs, supplemental lighting, and radio connectivity
- Initial Operator and Instructor Training of EAVS®
- Credentialing of EAVS® trained personnel
- Implementation of EAP with EAVS®
- Zone Validation assistances after implementation EAVS®
- System Settings of Alarms and Rules

2. Customer's Responsibilities

- **Access to IDF rooms**
- **Assistance in adding an Internet Service line onto the property**
- Climate and humidity controlled EAVS® Control Room with electrical outlets as specified by Service Provider. **Damages to EAVS® system/devices which occur as a direct result of a verified mechanical failure of the HVAC system that serves the control room will result in a fee to the Customer of Five Thousand Dollars (\$5,000.00) or the replacement part of the equipment, whichever is less.**

EXHIBIT B

SERVICE FEES

Carol Stream Park District- Indoor Pool	2023
Service Provider's Management Fee	\$ 6,000.00
Insurance (General Liability)	\$ 17,000.00
Labor	\$ 370,585.52
Administrative	\$ 2,000.00
EAVS® Annual Fee	\$ 9,000.00
Annual Agreement Total Cost	\$ 404,585.52

Carol Stream Park District- Indoor Pool	2024
Service Provider's Management Fee	\$ 6,000.00
Insurance (General Liability)	\$ 18,500.00
Labor	\$ 386,502.20
Administrative	\$ 2,000.00
EAVS® Annual Fee	\$ 9,000.00
Annual Agreement Total Cost	\$ 422,002.20

Carol Stream Park District- Indoor Pool	2025
Service Provider's Management Fee	\$ 6,000.00
Insurance (General Liability)	\$ 20,000.00
Labor	\$ 394,025.36
Administrative	\$ 2,000.00
EAVS® Annual Fee	\$ 9,000.00
Annual Agreement Total Cost	\$ 431,025.36

2023 – 2025 Additional Labor Cost:

\$30.00/Hour for Manager
\$25.00/Hour for Lifeguard

*Only Managers and Lifeguards will be allocated for this facility related to Additional Labor Costs. Pricing in Service Fees includes the scheduled two week shut-down period and therefore shall not have any deduction for the shutdown period.

Payment Schedule
Carol Stream Park District-Indoor Pool
2023 Season

Amount Due on or before Jan. 1 st , 2023	Amount Due on or before Feb. 1 st , 2023	Amount Due on or before March 1 st , 2023	Amount Due on or before April 1 st , 2023
\$33,715.46	\$33,715.46	\$33,715.46	\$33,715.46
Amount Due on or before May 1 st , 2023	Amount Due on or before June 1 st , 2023	Amount Due on or before July 1 st , 2023	Amount Due on or before Aug. 1 st , 2023
\$33,715.46	\$33,715.46	\$33,715.46	\$33,715.46
Amount Due on or before Sept.1 st , 2023	Amount Due on or before Oct. 1 st , 2023	Amount Due on or before Nov. 1 st , 2023	Amount Due on or before Dec.1 st , 2023
\$33,715.46	\$33,715.46	\$33,715.46	\$33,715.46

2024 Season

Amount Due on or before Jan. 1 st , 2024	Amount Due on or before Feb. 1 st , 2024	Amount Due on or before March 1 st , 2024	Amount Due on or before April 1 st , 2024
\$35,166.85	\$35,166.85	\$35,166.85	\$35,166.85
Amount Due on or before May 1 st , 2024	Amount Due on or before June 1 st , 2024	Amount Due on or before July 1 st , 2024	Amount Due on or before Aug. 1 st , 2024
\$35,166.85	\$35,166.85	\$35,166.85	\$35,166.85
Amount Due on or before Sept.1 st , 2024	Amount Due on or before Oct. 1 st , 2024	Amount Due on or before Nov. 1 st , 2024	Amount Due on or before Dec.1 st , 2024
\$35,166.85	\$35,166.85	\$35,166.85	\$35,166.85

2025 Season

Amount Due on or before Jan. 1 st , 2025	Amount Due on or before Feb. 1 st , 2025	Amount Due on or before March 1 st , 2025	Amount Due on or before April 1 st , 2025
\$35,918.78	\$35,918.78	\$35,918.78	\$35,918.78
Amount Due on or before May 1 st , 2025	Amount Due on or before June 1 st , 2025	Amount Due on or before July 1 st , 2025	Amount Due on or before Aug. 1 st , 2025
\$35,918.78	\$35,918.78	\$35,918.78	\$35,918.78
Amount Due on or before Sept.1 st , 2025	Amount Due on or before Oct. 1 st , 2025	Amount Due on or before Nov. 1 st , 2025	Amount Due on or before Dec.1 st , 2025
\$35,918.78	\$35,918.78	\$35,918.78	\$35,918.78

Customer agrees to deliver above installment payments by check to Service Provider’s business address by the specified delivery dates as follows or by wire transfer:

Jeff Ellis Management, LLC.

Attention: Jonathan Hartman

PO Box 2160

Windermere, FL 34786

(800) 742-8720

EXHIBIT C

OPERATING CALENDAR

The Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule for Indoor Pool:

2023 - 2025	Operating Dates	Operating Times
January – December	Monday – Friday Saturday Sunday	5:00am-1:00pm/4:00pm-9:30pm 6:00am-5:00pm 7:00am-5:00pm
Holidays	New Year’s Day Easter Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Eve Christmas New Year’s Eve	Closed Closed 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm Closed 8:00am-12:00pm

The Service Provider adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, on additional labor hours is factored into daily operating schedule shown above.

The Service Provider will execute normal closing procedures prior to leaving the facility.

Facility operating hours and dates will be reviewed annually, and final facility schedules will be submitted to JEM each Fall and pricing will be adjusted accordingly.



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

CAROL STREAM PARK DISTRICT

CORAL COVE WATERPARK

dated as of

February 27, 2023

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of February 27, 2023 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place Suite 116; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District**, with offices located at 849 W. Lies Rd.; Carol Stream; IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

"Customer Equipment" means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

"Customer Materials" any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

"Deliverables" means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"EAVS®" refers to the Ellis Aquatic Vigilance System used and installed by Service Provider.

"Force Majeure Event" has the meaning set forth in **Section 17.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, declaration of pandemic or other state of emergency, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(f)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed

or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services including "EAVS" Ellis Aquatic Vigilance System.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

ARTICLE II SERVICES

Section 2.01 Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

Section 2.02 Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable;

(f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work; and

(g) failure to include one or more of the following shall not be a breach of this agreement, and if this **Section 2.02** and the Statement of Work conflict, the Statement of Work shall control.

ARTICLE III SERVICE PROVIDER'S OBLIGATIONS

Section 3.01 The Service Provider shall:

(a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and

(b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:

(i) Customer's request pursuant to **Section 3.01(c)**; or

(ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;

(c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel;

(d) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;

(e) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and

(f) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

Section 3.02 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

ARTICLE IV CUSTOMER'S OBLIGATIONS

Section 4.01 Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(e)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start except in cases where the Service Provider is responsible for licenses or compliance with Law;

(f) keep, maintain and ensure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

Section 4.02 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V CHANGE ORDERS

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

(a) the likely time required to implement the change;

- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

Section 5.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing, and only in writing, on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

ARTICLE VI TERM

This Agreement shall commence upon signing and shall continue from **May 27th, 2023 thru September 1st, 2025 for Outdoor Pool**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

In the event this Agreement is terminated by operation of law or otherwise prior to the expiration of its Term, then, in that event, all EAVS[®] operating equipment (hardware and software including but not limited to: Cameras, NVRs, Gig Switches, TV Monitors, Workstations, cables, etc...), finished documents, manuals, data, studies, surveys, drawings, maps, models and system reviews prepared by Service Provider shall be removed from the property. Service Provider maintains ownership of all EAVS[®] related equipment and materials. Customer must allow Service Provider access to retrieve any and all EAVS[®] items.

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

Section 7.01 In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B and the reimbursement of expenses pursuant to this **Article VII**.

Section 7.02 Where the Services are provided on a time and materials basis:

- (a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

Section 7.03 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in Exhibit B. The total price shall be paid to Service Provider in installments, as set out in Exhibit B. At the end of a period specified in Exhibit B in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

Section 7.04 Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

Section 7.05 After conclusion of the term for Services as set forth in **Section 7.01**, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that*:

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- (b) such increases occur no more frequently than once per contract year of the Term;
and
- (c) the amount of such increase shall not exceed five percent (5%).

Section 7.06 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within fifteen (15) days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall assess a 1.5% monthly finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hours advance written notice to Customer.

Section 7.07 In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

Section 7.08 In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.01 Service Provider and its licensors and Affiliates are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

Section 8.02 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

Section 8.03 Any and all items including all Intellectual Property, hardware, software, switches, video recordings, voice recordings, or any other items as listed in **Exhibit A** related to the installation and use of the Ellis Aquatic Vigilance System (EAVS[®]) shall remain the property of the Service Provider.

ARTICLE IX CONFIDENTIAL INFORMATION

Section 9.01 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Section 9.02 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(c) the contract and related information as may be required by the Illinois Freedom of Information Act (FOIA).

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Section 9.03 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.01 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 10.02 Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

Section 10.03 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

ARTICLE XI INDEMNIFICATION

Section 11.01 Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, commissioners, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.02 Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider arising out of or resulting from any third-party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.02**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.02 Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil

disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.
- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- e) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.
- f) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.

- g) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- h) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.
- i) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- j) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not to be the result of negligence of Service Provider.
- k) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

Section 12.03 The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Service Provider's indemnification obligations under **Section 11.01** (Indemnification);
- (d) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (e) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (f) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (g) damages or liabilities to the extent covered by a party's insurance; and
- (h) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

ARTICLE XIII
TERMINATION; EFFECT OF TERMINATION

Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Neither party is to terminate this Agreement during the summer season operations dates. Early termination of Agreement must be completed and made aware prior or after summer season operations dates. If the Agreement is terminated by Customer before the completion of the contract the Customer will be responsible to pay Service Provider a pro-rated sum of Thirty-Nine Thousand Dollars (\$39,000.00) for the outdoor facility. Pro-rated amounts will follow the schedule shown below:

- Termination occurring in 2023 – Customer will pay Service Provider \$39,000.00
- Termination occurring in 2024 – Customer will pay Service Provider \$26,000.00
- Termination occurring in 2025 – Customer will pay Service Provider \$13,000.00

Section 13.01 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.02 Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its

computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

Section 13.03 The rights and obligations of the parties set forth in this **Section 13.03** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.02, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV INSURANCE

Section 14.01 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

Section 14.02 All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

Section 14.03 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

ARTICLE XV NON-SOLICITATION

Section 15.01 During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

Section 15.02 If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XVI NON-EXCLUSIVITY

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (hereunder for obligations for payment arising prior to the event or act of Force Majeure described below), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;

- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) pandemic or state of emergency declared by any government official;
- (h) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (i) shortage of adequate power or telecommunications or transportation facilities; or
- (j) if the hours of the pool are reduced or closed by an Act of God or by government order, including but not limited to COVID restrictions or disease, then the usage of Service Provider's services and the pricing for those services shall be reduced from the labor cost at least proportionate to the reduction of pool usage or more;
- (k) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 17.02 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

Section 17.03 The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 18.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 18.03 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Section 18.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC
Attention: Jonathan Hartman
PO Box 2160
Windermere, FL 34786
Facsimile: 407-868-9657

If to Customer:

Carol Stream Park District
910 North Gary Ave.
Carol Stream, IL 60188

Section 18.05 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules,

Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.06 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

Section 18.07 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 18.08 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.09 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a

waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 18.13 Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 18.14 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 18.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 18.16 This Agreement was formed in the County of Dupage, Illinois and jurisdiction for any and all litigation is agreed to take place in the County of Dupage, Illinois.

Section 18.17 Service Provider shall comply with all employment rules, regulations, ordinances, and laws whether Federal, State or Local including but not limited to wage, hour, hiring, Civil Rights, payroll taxes, and workers' compensation.

Section 18.18 Service Provider shall supply appropriate language for signage related to the use of the Ellis Aquatic Vigilance System (EAVS[®]). Signage should be posted in areas which both patrons and employees of the facility can be notified. Language must include phrasing notifying individuals that both video and sound recordings are occurring throughout the aquatic facility and in the EAVS[®] monitoring room.

[SIGNATURE PAGE FOLLOWS]

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

SERVICE PROVIDER

JEFF ELLIS MANAGEMENT, LLC

By_____

Name: Jonathan Hartman

Title: VP of Finance/Business

Date:

CUSTOMER

CAROL STREAM PARK DISTRICT

By_____

Name:

Title:

Date:

EXHIBIT A

STATEMENT OF WORK: SERVICES AND DELIVERABLES

Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Outdoor Pool
849 W. Lies Rd
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:
 - a. Service Provider shall employ, train, assign, schedule, and supervise employees to safely operate said aquatic facility or facilities pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual that is published by Jeff Ellis & Associates, Inc. for the term of this Agreement.
 - b. Service Provider will administer, supervise and otherwise manage the daily operations of said aquatic facility or facilities for the term of this Agreement.
 - c. Service Provider will provide general cleaning, sanitation, organization, and maintenance of the locker rooms, lavatories, showers, pool decks, water attractions, swimming pools, filtration rooms, pumps and other aquatic facility equipment for said aquatic facility or facilities for the term of this Agreement.
 - i. Hourly and End of Day
 1. Check locker rooms and lavatories
 - a. Pick up trash/garbage on the floors and counter tops
 - b. Wipe excess water from counter tops
 - c. Empty garbage containers that are filled
 - d. Fill toilet paper as needed
 2. Walk Pool Deck
 - a. Pick up trash/garbage
 - b. Empty garbage containers that are filled and take to dumpster. Carol Stream Park District is responsible for garbage containers in concession area.
 - d. Service Provider will sanitize, vacuum, operate filtration equipment and otherwise monitor water quality for all aquatic facility or facilities spas and swimming pools identified in Appendix A.

- e. Service Provider shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:
 - i. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers, and guard offices for daily operation.
 - ii. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, and swimming pools for daily operation.
 - iii. Distribute, ready and position emergency rescue equipment for use.
- f. Service Provider shall perform the following daily operational services for said aquatic facility or facilities:
 - i. Assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
 - ii. Assign and schedule the lifeguards and/or attendants to provide general supervision for daily operations.
 - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
 - iv. Assist Customer with removal of trash from concessions area on an as needed basis.
- g. Service Provider shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
 - i. Collect and remove trash from all facility trash receptacles.
 - ii. Collect and store emergency rescue equipment for future use on a daily basis.
 - iii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers, and guard offices for daily operation.
 - iv. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.

3. Service Provider and Customer will adhere to the following regarding pool maintenance:

- a. Due to the swimming pool/spa repair and service work, JEM is not responsible for tangential component failures or unrelated problems that may occur subsequent to

repair service calls. JEM will use due diligence in troubleshooting and repair procedures; however, Client acknowledges that working with older components may exacerbate problematic conditions. JEM will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.

- b. JEM warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by JEM for use in this repair or service is subject to the manufacturer's guarantee. JEM shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. JEM's warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- c. JEM shall not be responsible for any damage to winter pool covers during storage.
- d. JEM shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- e. Water Level: It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool.
- f. Inclement Weather: In the event of rain or freezing weather, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
- g. Service Problems: If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- h. Heavy Leaf Fall: During certain times of the year, due to leaf fall, it may be advisable for the homeowner to empty the skimmers and traps in between our visits. This will help to ensure that the equipment is not damaged due to lack of water flow.
- i. Freezing Weather: In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.

4. Service Provider will provide, maintain and operate the following emergency rescue equipment for said aquatic facility or facilities:
 - a. Automatic External Deliberator
 - b. Supplemental Oxygen Support Unit
 - c. Bag Valve Mask
 - d. Oral Suction Device
 - e. Seal Easy Mask(s)
 - f. Rescue Tube(s)
 - g. Life Jacket(s)

Customer will provide, the following equipment for said aquatic facility or facilities

- a. Spinal Management and Extrication Board(s)
 - b. First Aid Supplies
 - c. Cleaning/Sanitation Supplies
 - d. Lifeguard Stand(s)
 - e. Lifeguard Umbrella(s)
5. Service Provider develop and Emergency Action Plan pursuant to the guidelines set forth in the “Comprehensive Aquatic Risk Management Program” manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

Operating Schedule

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

Ellis Aquatic Vigilance System (EAVS®)

1. Service Provider's Responsibilities

- Network Video Recorder (NVR)
- Analytic Cameras and Licenses
- Data Storage
- Customized CCTV Operators Room Workstations
- Adaptors
- Brackets
- Desktop Microphones
- Radios and Licenses
- CCTV Room Design to include TVs, HDMI cables, desktops, chairs, supplemental lighting, and radio connectivity
- Initial Operator and Instructor Training of EAVS®
- Credentialing of EAVS® trained personnel
- Implementation of EAP with EAVS®
- Zone Validation assistances after implementation EAVS®
- System Settings of Alarms and Rules

2. Customer's Responsibilities

- **Access to IDF rooms**
- **Assistance in adding an Internet Service line onto the property**
- Climate and humidity controlled EAVS® Control Room with electrical outlets as specified by Service Provider. **Damages to EAVS® system/devices which occur as a direct result of a verified mechanical failure of the HVAC system that serves the control room will result in a fee to the Customer of Five Thousand Dollars (\$5,000.00) or the replacement part of the equipment, whichever is less.**

EXHIBIT B

SERVICE FEES

Carol Stream Park District-Outdoor Pool		2023
Service Provider's Management Fee		\$ 12,000.00
Insurance (General Liability)		\$ 12,000.00
Labor		\$ 215,621.88
Administrative		\$ 1,500.00
EAVS® Annual Fee*		\$ 12,000.00
Annual Consulting Agreement Total Cost		\$ 253,121.88

		2024
Service Provider's Management Fee		\$ 12,000.00
Insurance (General Liability)		\$ 13,000.00
Labor		\$ 224,628.68
Administrative		\$ 1,500.00
EAVS® Annual Fee*		\$ 12,000.00
Annual Consulting Agreement Total Cost		\$ 263,128.68

		2025
Service Provider's Management Fee		\$ 12,000.00
Insurance (General Liability)		\$ 14,000.00
Labor		\$ 225,807.08
Administrative		\$ 1,500.00
EAVS® Annual Fee*		\$ 12,000.00
Annual Consulting Agreement Total Cost		\$ 265,307.08

2023 – 2025 Additional Labor Cost:

\$30.00/Hour for Manager

\$28.00/Hour for Supervisor

\$25.00/Hour for Lifeguard

*Should the state not grant a variance for the use of EAVS®, Service Provider shall charge Customer an additional \$23,000.00 per season. The fee represents an increase to the Customer of \$35,000.00 in order to staff the facility under a traditional model along with a reduction of \$12,000.00 (EAVS® Annual Fee removed).

**If Carol Stream Park District holds camps and/or full facility rentals outside of normal operating hours, the above additional labor costs will apply.

Payment Schedule
Carol Stream Park District-Outdoor Pool
2023 Season

Amount Due on or before May 1 st , 2023	Amount Due on or before June 1 st , 2023	Amount Due on or before July 1 st , 2023	Amount Due on or before Aug 1 st , 2023
\$ 63,280.47	\$ 63,280.47	\$ 63,280.47	\$ 63,280.47

2024 Season

Amount Due on or before May 1 st , 2024	Amount Due on or before June 1 st , 2024	Amount Due on or before July 1 st , 2024	Amount Due on or before Aug 1 st , 2024
\$ 65,782.17	\$ 65,782.17	\$ 65,782.17	\$ 65,782.17

2025 Season

Amount Due on or before May.1 st , 2025	Amount Due on or before June 1 st , 2025	Amount Due on or before July 1 st , 2025	Amount Due on or before Aug 1 st , 2025
\$ 66,326.77	\$ 66,326.77	\$ 66,326.77	\$ 66,326.77

Customer agrees to deliver above installment payments by check to Service Provider’s business address by the specified delivery dates as follows or by wire transfer:

Jeff Ellis Management, LLC.
 Attention: Jonathan Hartman
 PO Box 2160
 Windermere, FL 34786
 (800) 742-8720

EXHIBIT C

OPERATING CALENDARS

The Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule for Outdoor Pool:

2023	Operating Dates	Operating Times
May 27 th – August 13 th	Monday – Saturday Sunday	11:00am-7:30pm 11:00am-6:30pm
August 14 th – September 4 th	Saturday Sunday	12:00pm-5:00pm 12:00pm-5:00pm
Holidays	Memorial Day 4 th of July Parade Independence Day Labor Day	12:00pm-5:00pm 1:00pm-5:00pm 12:00pm-5:00pm 12:00pm-5:00pm

2024	Operating Dates	Operating Times
May 25 th – August 11 th	Monday – Saturday Sunday	11:00am-7:30pm 11:00am-6:30pm
August 12 th – September 2 nd	Saturday Sunday	12:00pm-5:00pm 12:00pm-5:00pm
Holidays	Memorial Day 4 th of July Parade Independence Day Labor Day	12:00pm-5:00pm 1:00pm-5:00pm 12:00pm-5:00pm 12:00pm-5:00pm

2025	Operating Dates	Operating Times
May 24 th – August 10 th	Monday – Saturday Sunday	11:00am-7:30pm 11:00am-6:30pm
August 11 th – September 1 st	Saturday Sunday	12:00pm-5:00pm 12:00pm-5:00pm
Holidays	Memorial Day 4 th of July Parade Independence Day Labor Day	12:00pm-5:00pm 1:00pm-5:00pm 12:00pm-5:00pm 12:00pm-5:00pm

Operating Hours for 2023 – 2025 also include:

- Once A Month Late Night Fridays (June – August): 7:30pm-9:00pm
- Once A Month Early Open (June – August): 10:00am-11:00am
- Three Park District Events: 7:30pm-9:00pm

The Service Provider adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, on additional labor hours is factored into daily operating schedule shown above.

Facility operating hours and dates will be reviewed annually, and final facility schedules will be submitted to JEM each Fall and pricing will be adjusted accordingly.

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: March 13, 2023
Approval: Adult Trips Overnight Trip Payment **Agenda Item # 7B**

Issue

Should the Board approve payment not to exceed \$34,000 to Diamond Tours Inc. for the spring overnight Adult Trip to Lancaster, PA.

Background/Reasoning

According to State Statute, the Park Board must approve this payment as the amount could exceed \$30,000.

- This trip to Lancaster, PA will take place from May 1-6, 2023.
- There are currently 26 registrants.
- The District's current minimum estimated profit on this trip is \$1,718.

Supporting Documents

Diamond Tours 2023 Agreement

Cost

The funds for the trip payment are covered by the registration fees paid by the participants, currently \$24,080 in revenue. The expenses to Diamond Tours will be charged to the Recreation Fund GL 20-5-60-55-595-525 for the minimum amount of \$21,024, if we maintain 26 participants. Payment may increase pending additional registrations and occupancy changes, not to exceed \$34,000.

Public/Customer Impact

This trip provides participants with transportation and lodging, and the opportunity to experience various historical landmarks, geographic sites, and attractions as scheduled by Diamond Tours for the Lancaster, PA overnight trip.

Recommendation

That the Board approve payment not to exceed \$34,000 to Diamond Tours Inc. for the spring overnight Adult Trip to Lancaster, PA.

September 15, 2022

Georgia Lochridge
849 W Lies Rd
Carol Stream, IL 60188

**RE: Carol Stream Park District
Lancaster Show Trip & the Dutch Country - Tour #2000187
Monday, May 1, 2023 to Saturday, May 6, 2023**

Dear Ms. Lochridge:

I am sending you this letter to confirm the Carol Stream Park District's tentative reservation to participate in DIAMOND TOURS, INC.'s 6 day, 5 night Lancaster Show Trip & the Dutch Country trip.

The departure date will be Monday, May 1, 2023 and the return date of the trip will be Saturday, May 6, 2023.

The departure location(s) and time(s) will be as follows:

Simkus Recreation Center,
849 W Lies Rd, Carol Stream, IL @ 8 am

The package will include:

1. Motorcoach transportation
2. 5 nights lodging including 3 consecutive nights in the Lancaster area
3. 8 meals: 5 breakfasts and 3 dinners
4. Admission to the "MOSES" Show at the Sight & Sound® Millennium Theatre®
5. Admission to a show at the MAGIC & WONDER THEATER
6. GUIDED TOUR OF PHILADELPHIA
7. Visit to charming KITCHEN KETTLE VILLAGE
8. GUIDED TOUR OF LANCASTER
9. Admission to THE AMISH EXPERIENCE & JACOB'S CHOICE AT THE F/X THEATRE

The price for this trip shall be \$665.00 per person based on double occupancy. For single occupancy the price will be \$854.00. For triple occupancy the price per person will be \$645.00. (Please Note: for Triple occupancy, kindly expect two double beds in the room).

The reservation would be contingent on there being no less than 30 paying participants. Your

current reservation is for as many as 52 people, utilizing a total of no more than 26 rooms. We will provide 2 complimentary trips with 40 paying participants or 1 complimentary trip with 35 paying participants (based on one room with double occupancy). Please do not limit this package to your group; their friends and family may also participate.

All tours are subject to the following conditions:

The \$75.00 per person deposit necessary to execute your tour is due on 1/1/2023. Payment in full for each participant, accompanied by your group's rooming list, must be received by 3/1/2023.

- Reimbursements for all individual cancellations will be made and honored up to two weeks prior to departure (provided the total remains at 30 paying participants)
- This offering cannot be used in conjunction with any other package or promotion being offered by DIAMOND TOURS, INC.

All participants on this tour are required to sign a COVID-19 Waiver of Liability.

Enclosed are copies of the Group Leader Instructions, Waiver and Confirming Current Conditions Document with this letter.

*Please refer to **Tour #2000187** for all questions/inquiries.*

DIAMOND TOURS, INC. reserves the right to cancel any tour in the event that, due to reasons beyond the control of DIAMOND TOURS, INC., the trip cannot take place. In such an event, all monies received by DIAMOND TOURS, INC. would be returned to your group in full.

If you have any questions regarding this package, please call our toll free number: (800) 336- 5711. I am here to answer your questions and address your needs. I want to help make your group's trip an exciting and memorable experience.

Very Truly Yours,

DIAMOND TOURS, INC.

Kimberly Craciun
Sales Consultant

Enclosed: Flyers, Rooming List, Protection Plan Application Form, Group Leader Instructions, Waiver and Confirming Current Conditions Document

Diamond Tours, Inc. is registered with the State of Florida as a seller of travel. Registration No. ST 32973