

FIRST ILLINOIS SYSTEMS, INC.

Specializing in Intergrated Pest Management Programs for the Health Care, Retirement, and Hospitality Industries

AGREEMENT

THIS	AGREEMEN	IT made ar	d entered	into this	<u>lst</u>	_day of _	April	_, 20_	23	by and
betwe	en FIRST ILI	JNOIS SY	STEMS,	INC. (he	reinafter r	eferred to	as FIS) and	WHE	ATON	PARK
DIST	RICT D/B/A	DUPAGE	COUNTY	HISTO	RICAL M	USEUM	(herei	nafter i	eferred	to as
FACI	LITY).									

WITNESSETH:

WHEREAS, FIRST ILLINOIS SYSTEMS INC. (FIS) based on experience and formal education, present themselves as specialists in the field of Integrated Pest Management, including but not limiting to chemical applications, desires to administer a comprehensive pest management program for the FACILITY; and WHEREAS the FACILITY has determined that it is in their best interest to employ the services of FIS, IT IS HERBY AGREED by and between the parties as follows:

- A. FIS agrees the perform the comprehensive Integrated Pest Management Control for all insects, rodents, and other pests excluding Powder Post Beetles, Termites, Pharaoh Ants, and Phorid Flies in conjunction with reasonable standards of sanitation, storage, and maintenance practices by the FACILITY. On its part, FIS agrees to provide the following:
 - 1. Inspection:
 - a. Comprehensive initial survey of FACILITY in order to determine existing pest problems, potential pest problem areas, and to provide a foundation for data collecting which will enable FIS to anticipate the FACILITY'S needs.
 - Design:
 - a. Development of a customized program to incet said needs of the FACILITY.
 - b. Consulting with architects and design engineers hired by FACILITY during the formulation of plans regarding old and new building areas, in order to provide as pest free an environment as possible.
 - 3. Evaluation and Coordination:
 - a. Composition and presentation of monthly summaries of pest activity and counter measures taken, in business letter form, to Department heads as designed by the FACILITY.
 - b. Establishment of Task Force comprised by Key personnel from appropriate departments of the FACILITY, with FIRST ILLINOIS SYSTEMS, INC.'s account manager, to discuss any special needs or unique problems which may have arisen, and to engage in cooperative efforts to arrive at a solution to same.
 - FIS shall provide detailed sanitation, structural, and storage inspection reports with each service in Dietary Departments.
 - d. FIS shall initiate and participate in a quality control program to ensure the completion of work scheduled consistent with quality standards required by FACILITY and will include supplement reports when particular problems are identified.
 - e. In addition, FIS shall perform insect identification(s) on request of the FACILITY.
 - 4. Implementation:
 - a. Presentation of In-House Education Program to train personnel of FACILITY in the key aspects of the FIS program. In connection which In-House training will provide and maintain training equipment, slides, literature, and all business forms. These materials shall remain at all times in the property of FIS. FIS shall also provide qualified personnel and all necessary pest control supplies and equipment; with exception of Ketch-alls, and other supplies, equipment and labor necessary to control Powder Post Beetles, Termites, Pharaoh Ants, and Phorid Flies and any insectocutors needed to control flying pests.
 - b. FACILITY agrees that in addition to the compensation agreed to herein, they shall pay and promptly reimburse FIS for extraordinary expenses incurred by FIS for services not covered in this agreement, provided the FACILITY has prior notice of and concurs with the need for these extraordinary expenditures.

B.	A certificate of FIRST ILLINOIS SYSTEMS, INC., insurance coverages will be provided to FACILITY.
C.	Frequency of Services: **DAY VISITS: One (1) visit per month, year around, to service all areas of the facility.
D.	Emergency Service Provisions: All calls will be billed \$125. per call.
E.	This agreement shall run for an initial period of (3) years, beginning with the date the agreed upon services described in this contract commence. Thereafter, this agreement shall only remain in force upon renewal and may be cancelled at any time, by either party with deliverance of a thirty-day written notice to that effect.
F.	In consideration for the services provided by FIS as described herein, FACILITY shall compensate FIS as follows:
	1. The start-up fee shall be, due upon acceptance of this agreement.
	2. The service fee shall be \$1,296. per year(1), \$1.296. per year (2)\$1,296. per year (3) payable monthly upon
	presentation by FIS of a suitable invoice at the rate of \$108. per month of year (1), \$108. per month year (2),
	\$108 per month year (3).
G.	This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.
	IN WITNESS WHEREOF, the parties hereto have executed the agreement by their officers there unto duly authorized on the day and year first above written.
FACII	LITY WHEATON PARK DISTRICT D/B/A DUPAGE COUNTY HISTORICAL MUSEUM
Ву:	Authorized Signature (name/title)
Dated	7/ / 1 / 2 2
FIRST	TILLINOIS SYSTEMS, INC.
Dated	3-17-2023

c. FACILITY hereby agrees that neither the FACILITY nor any of its employees, consultants, vendors, or staff will use any elements of the FIS program design, including all supportive documentation and materials, without the

written permission of FIS.

Included as part of Agreement Dated 1st day of April, 2023 by and between First Illinois Systems Inc. and Wheaton Park District D/B/A DuPage County Historical Museum

Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of, incidental to, resulting from or in connection with Vendor's performance of its obligations under this Contract. provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company. any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them many be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

First Illinois Systems Inc.

Dated: 13-17-202

REVISION NUMBER:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Dawn House	
Cary Wilson		PHONE (A/C, No, Ext): (636) 537-5012 FAX (A/C, No): (636)	537-5009
Charles L. Crane Agency 400 Chesterfield Ctr, Ste 100		E-MAIL ADDRESS: dhouse@craneagency.com	
Chesterfield, MO 63017		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: West Bend Mutual Insurance Company	15350
INSURED		INSURER B : Accident Fund Insurance Company of America **	10166
First Illinois Systems,	Inc.	INSURER C : RLI Insurance Company	13056
53 S. Cypress Dr. Bristol, IL 60512		INSURER D:	
Bristoi, IL 60312		INSURER E:	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INSR LTR	TYPE OF INSURANCE A	DDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	1381396	10/15/2022	10/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	J.					MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER	4					\$	
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		1381396	10/15/2022	10/15/2023	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
							\$	
Α	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
	EXCESS LIAB CLAIMS-MADE		1381396	10/15/2022	10/15/2023	AGGREGATE	\$	4,000,000
	DED X RETENTION\$ 0						\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	I/A	AFWCP100065323	10/15/2022	10/15/2023	E L EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	110				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	The second	1,000,000
С	Business Service Bon		FID7000488	10/15/2022	10/15/2023	Employee Theft	*	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DuPage County Historical Museum and Wheaton Park District is included as an additional insured under the general liability with respects to jobs performed by the insured for them, as required by written contract and as their interests may appear.

CERT	IFICAT	ΈH	OLDE	ER

CANCELLATION

DuPage County Historical Museum and Wheaton Park District 102 E Wesley St Wheaton, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pest Control Quotes 2023 for April 2023-March 2026

	Initial Startun	Monthly	Additional	Additional Additional Fees	CAC Fee	J.	Total cost of			
Name of Company	Cost	Fee 2020	Fees		Monthly	anation	contract	Pests that are covered	Other notes:	Museum Experience/ References
										This is the current company the
		ā		everything						Museum uses. They are more than satisfied with their care and the
				included unless an						company goes above and beyond in
				infestation of		As courtesy,				taking care of the Museum
				excluded pests		do for free,		"all insects, rodents, and		Numerous other Museums in the
				OR special		including spray		other pests excluding post	Cost will remain the same for	area use this company and use
	•	6		equipment for	•	outside if	7	beetles, termites, pharoah	all three years. Infestation calls	all three years. Infestation calls phrases like "We love them!" when
rirst illinois systems	·	\$ 108.00	·	riyirig pests	1 A	neenen.	00.082,1 ¢	ants, and priorid lifes	are a LZD per VISIL.	describing their care.
								Mice, roaches, rats,	8	
								"occasional invaders,"		Company stated they may not have
								pavement ants (not clear if		museum specific experience and
		-						all ants), stinging insects.		when asked for references three
								All others are charged		times, failed to provide them In
						Will cover		piecemeal for other pests.		the past, area museums (Downers
			8			interior only,		Does not include spiders,		Grove) has had mixed reviews
						will not spray		silverfish or cenipedes so		including allowing sloppy work to
						outside like		we would need to check if		cause infestations. Company did
						current		"occasional invaders"		state that the Park District uses
						company does,		cover those since they live		them already at Prairie and Paul
Anderson Pest				for \$14/tin cat		there will be a		in the building and are not	Does not list what a infestation Stanczak said they meet the	Stanczak said they meet the
Control	\$ 125.00	\$ 99.00	\$ 56.00	(mouse traps)	\$ -	charge for this.	\$ 1,369.00		call is.	expecations he has for Prairie.
									Responded to initial call for	
									quote then refused to quote	
									and refused to answer emails	
Ecoshield							· &		back to decline.	

Museum staff recommends staying with First Illinois Systems as they have in the past. They are also currently the low quote. FIS contract directly lists all insects are covered as well as the less pests it seems according to contracts, the others all falling into the additional charges if probelms occur. In particular centipedes, spiders and silverfish are something the Museum has first several months when a staff member will need to lead the technician through the Museum when doing their monthly visit before entrusting them to navigate collection spaces on their own. It also means that the CAC storage is covered for free for the 4 visits. FIS is local and covers many of the other Museums in the area including several who highly recommend their had issues with in the past that are now questionable if covered. The working relationship the Museum has with FIS also provides benefits including no new training time required for the free bait, and Museum-friendly chemicals to control pests. They do not spray every time and they communicate well with Museum staff currently. Anderson's scope of coverage includes

