



FIRST ILLINOIS SYSTEMS, INC.

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

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 20 15 by and between FIRST ILLINOIS SYSTEMS, INC. (hereinafter referred to as FIS) and WHEATON PARK DISTRICT D/B/A DUPAGE COUNTY HISTORICAL MUSEUM (hereinafter referred to as FACILITY).

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 to perform the comprehensive Integrated Pest Management Control for all insects, rodents, and other pests excluding Powder Post Beetles, Termites, Pharaoh Ants, and Bed Bugs (separate contract), 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.
 2. Design:
 - a. Development of a customized program to meet 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.
 - c. 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 Bed Bugs 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.
- 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.

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 for same/next day service will be billed \$110, per call.

E. This agreement shall run for an initial period of (1) 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 -0-, due upon acceptance of this agreement.
2. The service fee shall be \$1,260., per year (1), N/A, per year (2) N/A per year (3) payable monthly upon presentation by FIS of a suitable invoice at the rate of \$105. per month of year (1), N/A per month year (2), N/A 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.

FACILITY WHEATON PARK DISTRICT
D/B/A DUPAGE COUNTY HISTORICAL MUSEUM

By: [Signature]
Authorized Signature (name>Title)

Mike Bernard, Executive Director

Dated: 2/20/15

FIRST ILLINOIS SYSTEMS, INC.

By: [Signature]

Dated: 2-27-15

Contract/Agreement
includes attached
Indemnification
language

Included as part of Agreement Dated 1st day of April, 2015 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 may 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.

By: 

Dated: 2-27-15