



CHAMPAIGN PARK DISTRICT

**AGENDA
ANNUAL MEETING IMMEDIATELY FOLLOWED BY
REGULAR BOARD MEETING
REMOTE MEETING HELD VIA TELECONFERENCE**
(As permitted by Public Act 101-0640)

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster.

Citizens may participate in the zoom meeting by going to the following web address:

<https://us02web.zoom.us/j/86949973253?pwd=djlHUmwvcFpZak9EZzZrU0pBaEtEQT09>

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 869 4997 3253

Password: 123607

Alternatively, the meeting may be accessed by telephone at:
1-312-626-6799, If prompted for the following items, please enter:
Meeting ID: 869 4997 3253, followed by the # symbol
Password: 123607, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, May 11, 2022, and sent to joe.deluce@champaignparks.org.

**Wednesday, May 11, 2022
7:00 P.M.**

ANNUAL MEETING

A. CALL TO ORDER

B. ELECTION OF OFFICERS

1. Election of President
2. Election of Vice President

C. APPOINTMENT OF OFFICERS *(Oath Required)*

1. Appointment of Secretary
2. Appointment of Assistant Secretary
3. Appointment of Treasurer

D. APPOINTMENT OF BOARD MEMBER TO BOARDS AND COMMITTEES

1. Appointment to Champaign Parks Foundation Board

E. ADJOURN

REGULAR BOARD MEETING

A. CALL TO ORDER

B. PRESENTATION

1. First String Baseball Presentation – Concession Stand

C. COMMENTS FROM THE PUBLIC *Comments limited to not more than three (3) minutes.*

D. COMMUNICATIONS

E. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of April 2022 **(Roll Call Vote)**

F. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

G. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

1. Attorney's Report
2. President's Report

I. CONSENT AGENDA

All items appearing below are considered routine by the Board and shall be enacted by one motion. If discussion is desired, that item shall be removed and discussed separately. **(Roll Call Vote)**

1. Approval of Minutes of the Regular Board Meeting, April 13, 2022
2. Approval of Minutes of the Executive Session, April 13, 2022
3. Approval of Minutes of the Special Board Meeting, April 27, 2022
4. Approval of the Minutes of the Executive Session, April 27, 2022

J. NEW BUSINESS

1. Approval of Disbursements
Staff requests approval of the list of disbursements for the period beginning April 13, 2022 and ending May 10, 2022. **(Roll Call Vote)**
2. Approval of Entering into an Agreement for Dental and Life Insurance Benefits
Staff recommends approval of entering into a one (1) year agreement with Principal Financial Group for dental, life, and vision insurance benefits beginning June 1, 2022 through May 31, 2023. **(Roll Call Vote)**
3. Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders
Staff recommends approval of a resolution establishing the Executive Director's authority to execute contracts including change orders, amendments, and/or time extensions as it relates to specific projects approved by the Board for FYE23. **(Roll Call Vote)**

Annual and Regular Board Meeting

May 11, 2022

Page 3

4. Approval of IGA with Champaign County Clerk for Election Boxes
Staff recommends the Park Board approve a one-year extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks through June of 2023.
(Roll Call Vote)

5. Approval of Agreement with Barcom for Park District Security Systems Management
Staff recommends approval of a three-year agreement with Barcom Security, totaling \$13,260 for annual service and a one-time purchase of \$6,076 for cellular receiver equipment replacement. Staff also recommends approval of authorizing the Executive Director to enter into the contract after review by Park District legal counsel. **(Roll Call Vote)**

6. Approval of Ratification of a Contract with an Electric Supplier
Staff recommends ratification of a new contract for electric rates. **(Roll Call Vote)**

7. Approval of Amending Motion and Ratifying the Beverage Agreement
Staff recommends the Board reconsider and amend the motion to change the approved term of the agreement with Pepsi Bottling Company from two years to three years and ratify the same.
(Roll Call Vote)

K. DISCUSSION ITEMS

1. FY23 Annual Operating Budget

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(6) The setting of a price for sale or lease of property owned by the public body.
(Roll Call Vote)

N. RETURN TO REGULAR MEETING

O. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS**

April 13, 2022

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, April 13, 2022 at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Regular Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meeting. The fourteen individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address: <https://us02web.zoom.us/j/89438812005?pwd=bIVFTkVyKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, April 13, 2022 to be sent to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in-person: President Kevin J. Miller, Commissioners Jane L. Solon and Barbara J. Kuhl, Treasurer Brenda Timmons, Attorney Guy C. Hall, Joseph DeLuce, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services.

Present electronically: Vice President Craig W. Hays and Commissioner Timothy P. McMahon.

Staff present in-person: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, Jameel Jones, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Bret Johnson, Assistant Director of Operations, and Ryan McGrath, Revenue Facilities Intern.

Staff present electronically: Chelsea Norton, Director of Marketing and Communication and Sean Hurst, Springer Cultural Center Facilities Coordinator.

Jean Flood from the League of Women Voters also electronically attended the meeting.

Call to Order

President Miller called the meeting to order at 7:00 p.m.

Comments from the Public

None.

Communications

None.

Treasurer's Report

Treasurer Timmons presented the Treasurer's Report noting revenue and expenses for the month of March 2022. She stated the Park District's finances had been reviewed and were found to be in appropriate order.

Discussion ensued about hiring a new part-time accounting staff member and the status of accountant search for the Finance Department.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of March, 2022. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Vice President Hays – yes; President Miller – yes, Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

Executive Director's Report

Mr. DeLuce thanked the Board and staff for sending flowers in memory of his father-in-law, Jim Turpin.

He also mentioned that it had been announced that the Illinois state budget contains an appropriation of \$56 million dollars for the Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) grant program. Mr. DeLuce asked the Board if it would consider the Centennial Park pickleball complex project for an OSLAD grant application.

Discussion and clarifications ensued regarding the current phasing plan for the potential pickleball complex; the elements of each phase; the estimated timeline for the project and delay effect of OSLAD grant applications; the OSLAD grant application scoring system; estimates for each phase of the pickleball complex project; and other project possibilities for an OSLAD grant application. After discussion the board consensus was to proceed as currently planned.

Mr. DeLuce agreed to develop a list of potential projects for the Board to consider for an OSLAD grant application. The Commissioners requested that the list include construction and operations estimates.

Committee and Liaison Reports

Champaign Parks Foundation

President Miller presented the report. He noted that several Directors are seeking reappointment to the Foundation Board and that three (3) openings are also available.

President Miller requested the Board review the invite list for the pre-opening event at the Martens Center. Vice President Hays agreed and asked the Board and staff to ensure that the Mayor, City Council members, and State Legislators be invited.

President Miller reminded the Board that the Martens Center pre-opening event would be held on June 23rd and the grand opening event would held on June 25th.

Report of Officers

Attorney's Report

Attorney Hall reported that he had been working on a number of matters for the Park District, including an amendment to the terms of service with Crexendo, and an agreement with the Don Moyer Boys and Girls Club. He drew attention to several items the Board could address in the near future such as, title insurance for the Martens Center and the ballot box agreement with the County Clerk.

Discussion ensued regarding the timeline and process for lease agreements.

President's Report

President Miller reported about his recent tour of the Martens Center with Commissioner McMahon and Mr. Jones. Discussion and clarifications ensued in relation to the Martens Center operations, shared use, and marketing plans.

Ms. Norton responded that marketing staff members have developed design elements to support a comprehensive approach to promote memberships through flyers, handouts, media buys, press releases, and social media.

Vice President Hays highlighted the importance of engaging interested residents to secure memberships prior to the grand opening. He stated that he and his wife will donate funds to support scholarships for initial memberships.

Discussion and clarification ensued about the official opening of the Martens Center, when the Don Moyer Boys and Girls Club would begin programming, and whether a joint membership would be available for the Leonhard Recreation Center and Martens Center members.

Consent Agenda

President Miller stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion and if discussion is desired, that item shall be removed and discussed separately.

1. Approval of Minutes of the Regular Board Meeting, March 9, 2022
2. Approval of Minutes of the Executive Session, March 9, 2022
3. Approval of Minutes of the Special Board Meeting, March 23, 2022
4. Approval of the Minutes of the Executive Session, March 23, 2022
5. Approval of the Disbursement of \$5,000 for 2022 Executive Committee of the Champaign County Community Coalition Membership Dues
6. Approval of a Resolution Appointing Emily Corum and Kathy Aquino to the Board of Directors of the Champaign Parks Foundation to a Three-Year Term That Expires in May, 2025.

The Commissioners discussed the duration of the Boys and Girls Club agreement addressed at the March 23, 2022 meeting.

Vice President Hays made a motion to approve the Consent Agenda items listed. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Vice President Hays – yes; Commissioner McMahon – yes; Commissioner Solon; President Miller – yes; and Commissioner Kuhl – yes. The motion passed 5-0.

New Business

1. Approval of Disbursements

Staff recommended approval of disbursements for the period beginning March 10, 2022 and ending April 13, 2022.

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning March 10, 2022 and ending April 13, 2022. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Solon – yes; Commissioner Kuhl – yes; President Miller – yes; Commissioner McMahon – yes; and Vice President Hays. The motion passed 5-0.

2. Approval of Bid for Spalding Park Tennis Courts Improvements

Mr. Johnson reported that bids are roughly 10% higher when compared to the original estimates from MSA due to increased costs associated with labor and supply shortages for the project's materials. He stated that staff members recommend against approving the alternates at this time.

Mr. DeLuce noted that Unit 4 approved the bid on Monday, April 11, 2022.

Discussion and clarifications ensued in relation to spectator seating and confirmation of Unit 4's percentage of cost share (65%) for all future needs and improvements at the Spalding Park tennis courts.

Commissioner Solon made a motion to approve the bid from the lowest bidder that meets all required specifications, Petry-Kuhne, at the base bid amount of \$829,455, rejecting all alternate bids, and authorize the Executive Director to enter into an agreement for the project. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Vice President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0.

3. Approval of Bid for Rental of Portable Toilets

Mr. Jones presented the report. He indicated that staff recommends approval of the bid from Illinois Portable Toilets and requests the Board authorize the Executive Director to enter into a three-year agreement for Rentable Portable Toilets for programs and events in FYE23 in the amount of \$22,025.00.

Discussion and clarifications ensued to determine reasons why the Park District received only one bid. Mr. Jones added that staff values the relationship with the vendor.

Commissioner Kuhl recommended staff investigate the current location of the porta-potty at Morrissey Park due to drainage issues.

Commissioner Kuhl made a motion to approve the bid from Illinois Portable Toilets and authorize the Executive Director to enter into an agreement to rent portable toilets for programs and events in FYE23 in the amount of \$22,025.00. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Miller – yes; Vice President Hays – yes; Commissioner Solon - yes; and Commissioner Kuhl – yes. The motion passed 5-0.

4. Approval of an Ordinance Declaring Personal Property as Surplus

Mr. Olson presented the report. He stated that staff biannually recommend approval of an ordinance to dispose of personal property owned by the Champaign Park District that the Board has determined is no longer necessary, useful to, or in the best interests of the park district to keep or retain.

Discussion and clarifications ensued about repurposing Seaman Field dugout benches, the methods of selling and recycling surplus items, and the process for watering plants after the sale of a water tank included within the ordinance.

Commissioner Hays then made a motion to approve adopting Ordinance No. 658, an ordinance providing for the disposal of personal property owned by the Champaign Park District. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Commissioner

Kuhl – yes; Commissioner Solon – yes; President Hays – yes; Commissioner McMahon – yes; and President Miller - yes. The motion passed 5-0.

5. Approval of Full-Time Staff for the Martens Center

Mr. Jones presented the full-time staffing plan for the Martens Center. He noted that Sean Hurst and Katie Hicks have been requested to manage the facility in addition to their current duties. Staff also recommended the Board authorize the addition of three (3) full-time positions consisting of (two (2) full-time receptionists and one (1) full-time building service worker).

Discussion and clarifications ensued in relation to full compensation with benefits for each new employee, hours of operation, and staggering shifts to ensure full-time and other staff are always available in the building. Estimates for contracted cleaning services were also discussed.

Commissioner Kuhl made a motion to approve authorizing the Executive Director to add three (3) full-time staff positions at the Martens Center. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: President Miller – yes; Commissioner Kuhl – yes; Vice President Hays - yes; Commissioner McMahon – yes; and Commissioner Solon - yes. The motion passed 5-0.

Discussion Items

1. Staffing and Programming at the Martens Center

Mr. Jones presented a draft of the facility schedule and reported about Martens Center partnerships, Boys and Girls Club programming, and Park District programming.

Discussion and clarifications ensued regarding field trips to the Martens Center for Champaign-Urbana Special Recreation; the walking track schedule; bus schedules; memberships for adjacent neighborhoods, partner rental arrangements; safety protocol and emergency action plan; the staffing plan for the innovation lab; Human Kinetics staff membership program; annual reporting related to scholarship and paid memberships; and the opening of Human Kinetics Park.

2. Final Update: 2019-2022 Strategic Plan

Mr. Olson presented the report. He highlighted accomplished objectives and noted that this plan is considered closed upon the Board's previous adoption of the new strategic plan.

Comments from Commissioners

None.

Executive Session

Commissioner Solon moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner McMahon – yes; Commissioner Kuhl – yes; President Miller – yes; Vice President Hays – yes; and Commissioner Solon - yes. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. (c)(5) The purchase or lease of real property for the use of the public

body, including meetings held for the purpose of discussing whether a particular parcel should be acquired, (c)(6) The setting of a price for sale or lease of property owned by the public body, and (c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Executive Session Action Item

Commissioner Solon made a motion to approve a Professional Services Agreement for Legal Counsel between the Park District and Robbins Schwartz, acting primarily by and through Guy C. Hall, beginning May 1, 2022 and ending April 30, 2025. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Vice President Hays – yes; Commissioner McMahon – yes; and President Miller – yes. The motion passed 5-0.

Adjourn

After the Executive Session, there being no further business to come before the Board, Vice President Hays made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Miller – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0 and the meeting was adjourned at 8:35 pm.

Approved:

Kevin J. Miller, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE SPECIAL MEETING
BOARD OF PARK COMMISSIONERS**

April 27, 2022

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, April 27, 2022 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, and online due to President Miller's determination that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act was not practical or prudent because of the COVID-19 disaster. The Special Board Meeting occurred pursuant to published notice duly given. President Miller presided over the meeting. The nine individuals identified below were physically present at the meeting with appropriate social distancing. Citizens were given the opportunity to participate in the teleconference at the web address: <https://us02web.zoom.us/j/89438812005?pwd=bVFTkVYKzVOcHk4bkhOS3hFK3N3dz09> or by calling 312-626-6799. Citizens were also offered the opportunity to submit comments or questions by email prior to the meeting. Those comments were to be announced by President Miller during the public comment portion of the meeting. Email submissions were solicited from the public through a notice of intent to speak or comment to be submitted by noon on Wednesday, April 27, 2022 to the Executive Director of the Park District at: joe.deluce@champaignparks.org. There were no email comments or questions submitted by citizens for consideration by the Board.

Present in-person: President Kevin J. Miller, Vice President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, Timothy P. McMahon; Attorney Guy C. Hall, and Jarrod Scheunemann, Director of Administrative Services / Secretary.

Present electronically: Joseph DeLuce, Executive Director.

Treasurer Brenda Timmons was excused as absent with prior notice duly given.

Staff present in-person: Andrea Wallace, Director of Finance, and Joe Kearfott, Assistant Director of Administrative Services.

Staff present electronically: Dan Olson, Director of Operations and Jimmy Gleason, Director of Revenue Facilities.

Call to Order

President Miller called the meeting to order at 5:30 p.m.

Comments from the Public

None.

New Business

1. Approval of Merit Increase and Salary Class Adjustment

Mr. DeLuce reported that a 3.5% wage increase for Department Heads and Assistant Directors is comparable to the increase for full-time staff who are not in these salary classes that was approved by the Board beginning on December 1, 2021. He noted that the proposed salary budget listed in the memo for FYE23 (\$4,331,239) included the approved full-time positions for the Martens Center which increases the number of full-time staff from eighty-one (81) to eighty-four (84) for FYE2023. The proposed salary budget also includes wage increases for all staff except department heads and assistant directors that went into effect December 1, 2021, and assumes one hundred percent (100%) of all full-time positions will be filled for FYE2023.

Discussion and clarifications ensued regarding the salary budget numbers that were presented, previous wage increases, which Department Heads and Assistant Directors had been previously promoted, their new roles, and wage increases; where wage increases for staff who would be

taking on additional roles with the Martens Center are represented in the budget, the proposed merit increase totaling \$23,401 would occur in FYE23, the status of the accountant search, and IMRF rates.

Vice President Hays made a motion to approve \$23,401 for merit performance increases for Assistant Directors and Department Heads. The motion was seconded by Commissioner McMahan. Upon roll call, the vote was as follows: Commissioner Solon – yes; President Miller – yes; Vice President Hays – yes; Commissioner Kuhl – yes; and Commissioner McMahan - yes. The motion passed 5-0.

2. Approval of Beverage Agreement

Mr. DeLuce presented the report. He noted that Pepsi Bottling Company had been the exclusive provider of beverages to the Park District since 2002. He stated that Pepsi will donate \$10,000 in cash and \$12,000 in product to the Park District each year of the five-year agreement.

Discussion and clarifications ensued related to the last time the Park District issued a request for proposal for a beverage provider, the eighteen percent (18%) to twenty-eight percent (28%) increase in product pricing without an increase in donations, the duration of the agreement, and the concession stands as point of sale for cases of product.

Commissioner McMahan made a motion to approve extending the contract for Pepsi-Cola Champaign-Urbana Bottling Company for an additional five (5) years through April 30, 2027 and to authorize the Executive Director to enter into the agreement. The motion did not carry due to the lack of second.

Commissioner Solon made a motion to approve extending the contract for Pepsi-Cola Champaign-Urbana Bottling Company for an additional two (2) years through April 30, 2024 and to authorize the Executive Director to enter into the agreement. The motion was seconded by Vice President Hays. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Commissioner McMahan – yes; President Miller – yes; and Vice President Hays - yes. The motion passed 5-0.

Discussion

1. Review of ADA Transition Plan

Mr. Olson reported that the ADA transition plan had been approved by the Board in 2012 after conducting an ADA audit the same year. He reviewed the Park District's process to track the plan's progress and highlighted areas of interest.

Commissioner Kuhl requested more information about how staff monitor and address new ADA requirements. Mr. Olson responded that staff address new ADA requirements as needed, but do not make revisions to the ADA plan.

Commissioner Solon requested clarification about the acronym "AR" that is used throughout the ADA plan. Mr. Olson responded that "AR" is an abbreviation for accessible route.

2. FY23 Annual Operating Budget

Ms. Wallace presented several budget funds and the projected tax levy rates, including Special Recreation fund, Police Protection fund, Illinois Municipal Retirement Fund (IMRF), and Audit Fund.

Discussion and clarifications ensued about the process to verify the accuracy of IMRF members.

Ms. Wallace highlighted several items within the Special Recreation Fund, including planning for two (2) summer camps, a ninety-six percent (96%) increase in natural gas expenses since May, 2021, potential contracted cleaning services from the Developmental Services Center, and wage proposals which would include six (6) full-time staff at full capacity.

Discussion and clarifications ensued regarding special recreation wage and salaries increases, Urbana Park District contributions, increases in part-time staffing to compensate for increased program demand

due to the recent ending of pandemic mitigation requirements, inclusion aide demand, and minimum wage increases.

Commissioner McMahon requested a chart highlighting the percent of budget that is allocated to salary and wages over the last five years. Commissioner Kuhl requested the chart include fringe benefits.

Vice President Hays requested a comprehensive life-cycle assessment of Park District programs to determine if impractical programs should close and to ensure that program fees maintain a standard percentage of the budget overtime.

President Miller requested a timeline for the Board to receive the rest of the budget. Ms. Wallace responded that the Board will receive the rest of the budget at its next Regular Board meeting on May 11, 2022.

Comments from Commissioners

Commissioner Hays requested more information regarding the Park District's management of wildlife. Mr. Olson responded that Park District staff are employing several Illinois Department of Natural Resources authorized methods to deter nuisance wildlife at a variety of parks and facilities.

Commissioner Kuhl asked about the anticipated hours of operation at the Sholem Aquatic Center. Mr. Gleason responded that the Sholem Aquatic Center will be opening an hour earlier and closing an hour earlier than the previous summer.

Commissioner Kuhl also noted that she had attended an event at a theatre in Chicago that had pandemic restrictions in place.

President Miller noted that he attended the CUSR award banquet. He stated that the program was impressive and he looks forward to the staff's continued creative and commendable work in the future.

Executive Session

Vice President Hays moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner McMahon – yes; President Miller – yes; Commissioner Kuhl – yes; Vice President Hays – yes; and Commissioner Solon - yes. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 120/2 (c)(1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body and (c)(6) The setting of a price for sale or lease of property owned by the public body.

Return to Regular Meeting

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Executive Session Action Item

Vice President Hays made a motion to approve a three and a half percent (3.5%) merit increase for the Executive Director. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: President Miller – yes; Vice President Hays – yes; Commissioner McMahon – yes; Commissioner Kuhl – yes; and Commissioner Solon – yes. The motion passed 5-0.

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner McMahon. Upon roll call, the vote was as follows: Vice President Hays – yes; Commissioner Kuhl – yes; Commissioner Solon – yes; President Miller – yes; and Commissioner McMahon – yes. The motion passed 5-0 and the meeting was adjourned at 7:30 pm.

Approved:

Kevin J. Miller, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 2, 2022

SUBJECT: Group Dental and Life Insurance Rates for Fiscal Year 2023

Background

The Champaign Park District currently offers dental, life and vision insurance to all full-time employees. The current total number of employees is eighty-four (84) in total, with eight (8) vacancies. The Park District covers 100% of employee-only coverage for dental, and 1.5x salary for life insurance. Additional life insurance and vision are available to a full-time employee.

Principal Financial Group is the Park District's current dental and life insurance carrier. Mutual of Omaha was the previous provider. The current Vision carrier is VSP. The dental and life insurance plan year is June 1 – May 31, and the vision plan year is January 1 – Dec 31. InsuredChampaign has assisted in the negotiations.

Proposal 1:

4.9% increase in premiums with all benefit options staying the same.

| Standard Plan, \$1,000 Annual Maximum | | | |
|---------------------------------------|-----------------|------------------|----------|
| | Current Premium | Proposed Premium | CPD Cost |
| Employee only | \$25.56 | \$26.81 | \$26.81 |
| Employee + Spouse | \$53.83 | \$56.47 | \$26.81 |
| Employee + Child(ren) | \$63.68 | \$65.75 | \$26.81 |
| Employee + Family | \$95.73 | \$100.42 | \$26.81 |

| Buy Up (High) Plan \$1,500 Annual Maximum | | | |
|---|-----------------|----------|----------|
| | Current Premium | Premium | CPD Cost |
| Employee only | \$31.97 | \$33.54 | \$26.81 |
| Employee + Spouse | \$67.32 | \$70.62 | \$26.81 |
| Employee + Child(ren) | \$79.28 | \$83.17 | \$26.81 |
| Employee + Family | \$119.73 | \$125.60 | \$26.81 |

Life AD&D benefit amount, CPD covers 1.5 x salary for the employee.

Employees have the option to purchase additional for themselves, their spouse and dependent child(ren).

Proposal 2:

No increase in premiums for dental, move vision from VSP to Principal

| Standard Plan, \$1,000 Annual Maximum | | | |
|---------------------------------------|-----------------|---------|----------|
| | Current Premium | Premium | CPD Cost |
| Employee only | \$25.56 | \$25.56 | \$25.56 |
| Employee + Spouse | \$53.83 | \$53.83 | \$25.56 |
| Employee + Child(ren) | \$63.68 | \$63.68 | \$25.56 |
| Employee + Family | \$95.73 | \$95.73 | \$25.56 |

| Buy Up (High) Plan \$1,500 Annual Maximum | | | |
|---|-----------------|----------|----------|
| | Current Premium | Premium | CPD Cost |
| Employee only | \$31.97 | \$31.97 | \$25.56 |
| Employee + Spouse | \$67.32 | \$67.32 | \$25.56 |
| Employee + Child(ren) | \$79.28 | \$79.28 | \$25.56 |
| Employee + Family | \$119.73 | \$119.73 | \$25.56 |

Vision

| | Current Standard Plan | Current Premium Plan | Proposed Plan |
|-------------------|----------------------------|----------------------------|----------------------------------|
| | Employee portion per month | Employee portion per month | Employee portion per month |
| Employee only | \$13.72 | \$6.86 | \$15.08 |
| Employee + Spouse | \$19.88 | \$9.94 | \$30.91 |
| Employee + Family | \$35.64 | \$17.82 | Employee + Children - \$30.26 |
| | | | Employee + Family - \$49.16 |

The current vision plan offers a standard and premium option, the proposal would only offer the one standard plan. The current vision premium plan pays for lens enhancement (ex: anti-reflective coating, photochromic adaptive lenses, tinted lenses, polycarbonate lenses, scratch-resistant coating, etc.) at 100%, the proposed plan would only cover standard progressive lenses at 100%.

The plan year would change from the current Jan 1 – Dec 31 to June 1 – May 31 to match the dental and life plan years.

Prior Board Action

The board approved the life and dental benefits with Mutual of Omaha group last year with a 5% increase in dental insurance and a 0% change in life insurance rates.

Budget Impact

If the Board approves the staff recommendation to enter into an agreement with Principal Financial Group, the dental rates annually would be approximately \$25,764.48; \$920.16 more than the previous year with the addition of three (3) new full-time positions. The 5% increase will

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

be postponed until the 2023/2024 plan year and in the 2024/2025 plan year when the original VSP contract would have ended the Park District will be able to use that as leverage to reduce any proposed increases in that year.

Recommended Action

Staff recommends entering into a one-year agreement with Principal Financial Group for dental, life, and vision benefits beginning June 1, 2022, through May 31, 2023.

Prepared by:

Reviewed by:

Heather Miller, MHRIR
Director of Human Resources

Joe DeLuce, CPRP
Executive Director

Champaign Park District

RESOLUTION

WHEREAS, the Champaign Park District is a municipal corporation located in Champaign County, Illinois, and is a park district organized and operating pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.); and

WHEREAS, the Board of Commissioners of the Champaign Park District has approved various capital projects;

WHEREAS, the Board of Commissioners of the Champaign Park District award contracts for specific projects to the lowest responsible bidder;

WHEREAS, the Board of Commissioners of the Champaign Park District has determined that the Executive Director may, from time to time, execute contracts and all related documents including change orders, amendments and/or time extensions; and

WHEREAS, the Board of Commissioners of the Champaign Park District has decided to clarify and grant authority to the Executive Director to execute contracts including change orders on behalf of the Champaign Park District related to specific projects approved by the Board;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Champaign Park District hereby authorizes the Executive Director to execute all contracts including change orders, amendments, and/or time extensions as they relate to specific projects. The Executive Director shall obtain a written determination that one or more of the following exists: (1) the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change is in the best interests of the Champaign Park District and authorized by law. Such contractual obligation shall not exceed \$20,000; and provided further that, the Board of Commissioners shall be informed of the nature and extent of all such contracts in the manner and form that it deems necessary and appropriate within its sole discretion, and shall confirm, approve and ratify at its next regular board meeting any and all change orders or series of change orders which increase or decrease any such contract amount by a total \$10,000 or more or the time of completion by a total of 30 days or more, effective until April 30, 2023.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 11th day of May 2022.

(SEAL)

ATTEST:

APPROVED:

By: _____,
_____, Secretary

By: _____
Kevin J. Miller, President



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 11, 2022

SUBJECT: Ballot Boxes

Background

The County Clerk's office staff reached out to the District to request an extension to the IGA for the placement of ballot boxes for residents to drop off their ballots near their homes within our parks in 2020. The request included installing and maintaining a ballot box at Centennial Park and Douglass Park, so residents could drive up or walk up and place their ballots in a secure box. The term of this agreement shall be for a period of one year with a possible extension of one additional year as long as both parties agree.

Prior Board Action

At the 9/23/20 Special Board Meeting, the Park Board approved the placement of the ballot boxes for a six-month term.

At the 4/28/21 Special Board Meeting, the Park Board approved a one-year agreement for the placement on the Ballot Boxes. The final agreement was signed on June 24, 2021.

Budget Impact

The maintenance of the boxes will be the responsibility of the County Clerk's office per the attached.

Recommendation

Staff recommends the Park Board approve a one-year extension of the IGA with the County Clerk's office for the placement of ballot boxes in Centennial and Douglass Parks through June of 2023.

Prepared by:

Reviewed by:

Joe DeLuce, CPRP
Executive Director

Jarrod Scheunemann
Director of Admin Services

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN PARK DISTRICT (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 **Park District** means the Park District of Champaign, Illinois.
- 1.4 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 **Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall be no greater than 24” x 30” x 36”. Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District’s Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District’s use of the Property or Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of one (1) year from the effective date with a one (1) year option to renew subject to the right of either party to terminate the agreement with thirty days’ (30) days’ written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/2B-20(e) as well as the associated guidelines published by the State Board of Elections. Ballot Boxes for additional locations may be approved from time-to-time pursuant to an addendum executed by the County Executive (or designee) and the Park District Board of Commissioners (or designee). The number and installation plan for additional Ballot Boxes is subject to approval by the Park District Board of Commissioners before any such installation shall be permitted. All design, construction, installation, and maintenance activity shall be at the County’s sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.

- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County’s completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days, otherwise the Park District has the right to remove the Ballot Box and obtain from the County reimbursement for the costs of removal and restoration, which shall be paid within a reasonable time.
- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall undertake such removal or relocation in good faith and in a reasonable and timely manner. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The “Park District of Champaign, its commissioners, officers, employees, agents, representatives, and volunteers” shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, agents, representatives, and volunteers from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any

damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Park District, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1 Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2 Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way within thirty (30) days to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 **Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.6 of this Agreement.
- 7.2 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 **Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 **Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 **Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 **Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator.
- 7.7 **Notice.** Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:

For the Park District: Executive Director
Champaign Park District
706 Kenwood Road
Champaign, IL 61820

For County: County Executive
Champaign County
1776 East Washington Street
Urbana, Illinois 61802

7.8 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (~~e.g., DocuSign~~DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the Park District and the County have caused this Agreement to be executed by the parties as of the dates written below.

| | |
|---|--|
| <p>CHAMPAIGN COUNTY</p> <p>By: _____ County Executive</p> <p>Date: _____</p> <p>Approved as to form: _____ State's Attorney</p> | <p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____ Executive Director</p> <p>Date: _____</p> <p>Approved as to form: _____ Park District Attorney</p> |
|---|--|

LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

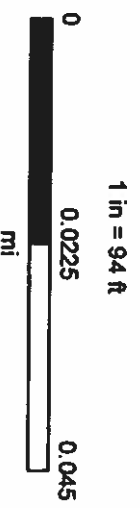
C. Insurance Certificate

EXHIBIT A
Site Map



130 Memory

SOUL Dr W
A2612752



STOLEN Aquatic Center
2205 SANGAMON DRIVE
CHAMPAIGN

400 LB Box

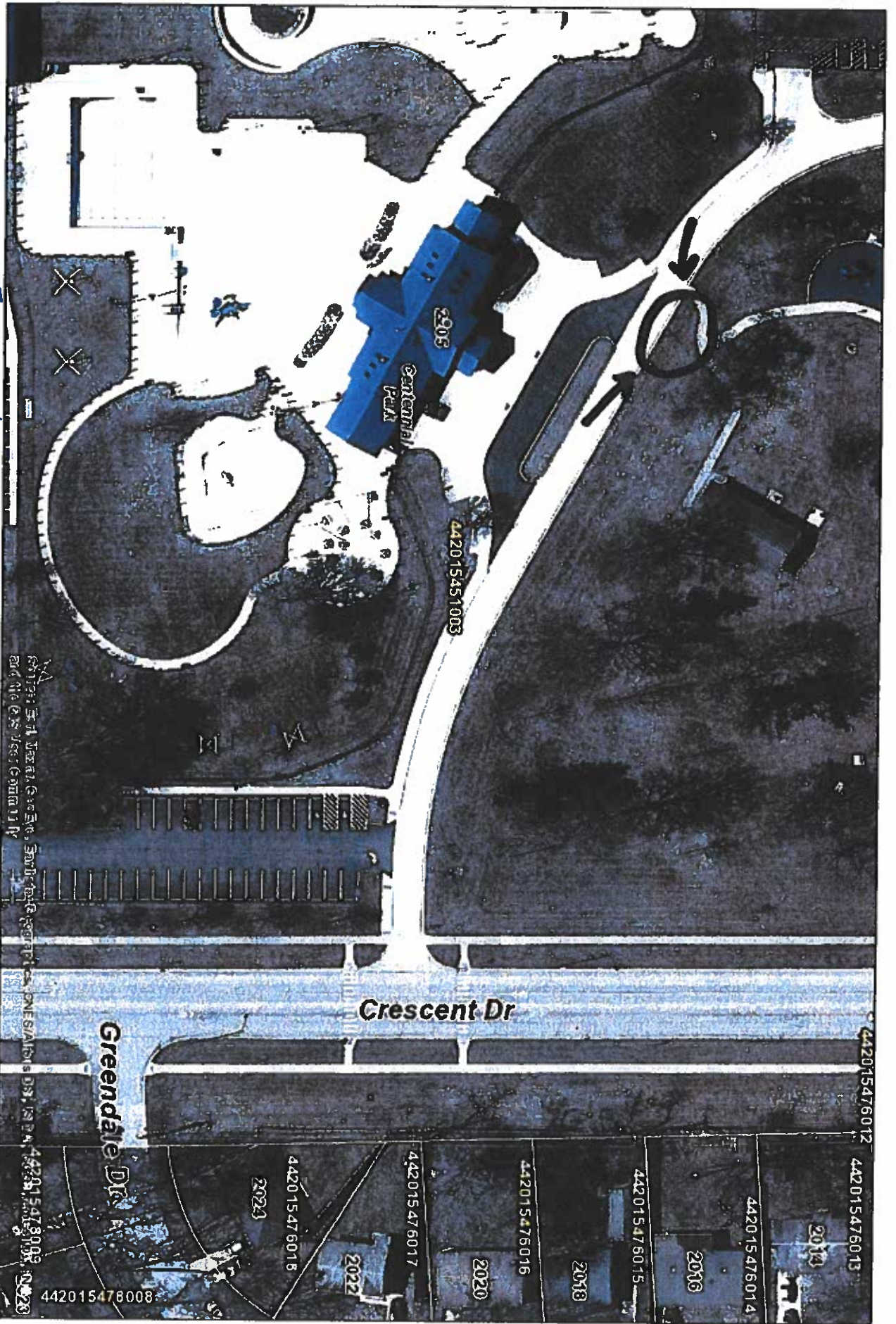


EXHIBIT B
Ballot Box Specifications

Champaign Public Library—Douglass Branch

504 E Grove St Champaign IL 61820

1 Small drop box 12x24x40 250 lbs

In ground steel post installation



Sholem Aquatic Center

2205 Sangamon Dr #4981 Champaign IL 61821 1 Medium Ballot Drop Box
24x30 x36 400lbs approx. In ground steel post installation

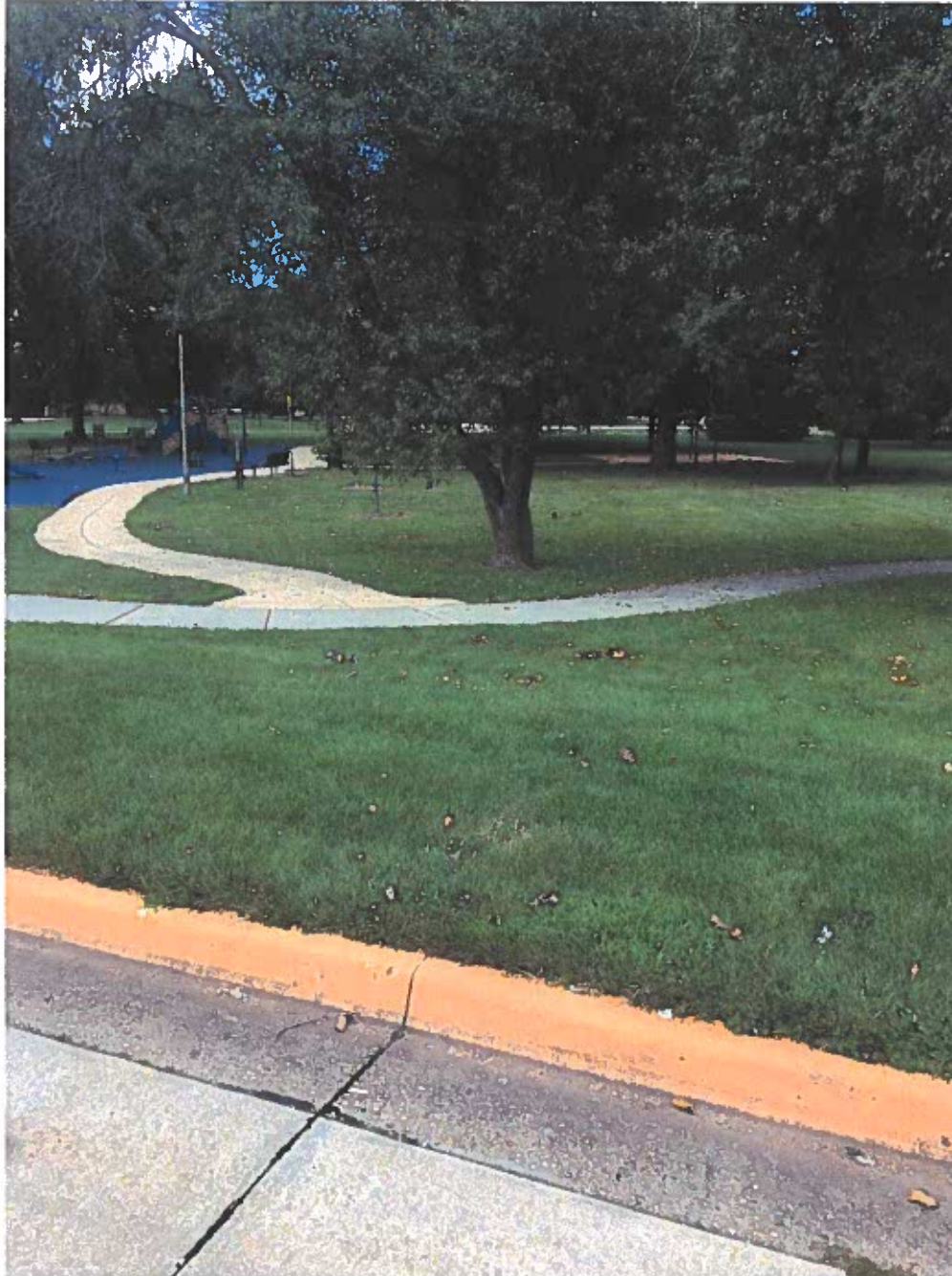


EXHIBIT C
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2022

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 Dimond Bros. Insurance, LLC PO BOX 723 1806 Woodfield Drive Savoy IL 61874 | CONTACT NAME: Molly Rollings / Susi Boastick PHONE (A/C, No, Ext): (217) 356-6400 FAX (A/C, No): (217) 356-8044 E-MAIL ADDRESS: susi.boastick@dimondbros.com | | | | | | | | | | | | | | |
|--|--|--|-------------------------------|--------|---|--|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Allied World Assurance Co/ICRMT</td> <td></td> </tr> <tr> <td>INSURER B: Cincinnati Insurance Co</td> <td>10677</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Allied World Assurance Co/ICRMT | | INSURER B: Cincinnati Insurance Co | 10677 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Allied World Assurance Co/ICRMT | | | | | | | | | | | | | | | |
| INSURER B: Cincinnati Insurance Co | 10677 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED County of Champaign ATTN: D Heiser 1776 E Washington Street Urbana IL 61802 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 21/22 MASTER **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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | P11000247212201 | 12/01/2021 | 12/01/2022 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ INCLUDED | | | | | | |
| | MED EXP (Any one person) \$ 1,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | |
| | GENERAL AGGREGATE \$ 3,000,000 | | | | | | |
| PRODUCTS - COMP/OP AGG \$ 1,000,000 | | | | | | | |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | P11000247212201 | 12/01/2021 | 12/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | P11000247212201 | 12/01/2021 | 12/01/2022 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ |
| | | | | | | | |
| | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N / A | | | P11000247212201 | 12/01/2021 | 12/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| B | Crime/Fidelity | | | ENP0605054 | 02/05/2022 | 02/24/2022 | Limit \$70,000 |

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

Certificate holder; its commissioners, officers, employees, agents, representatives and volunteers are included as Additional Insured with respect to General Liability arising out of the operations of the above captioned Insured for the following. A Waiver of Subrogation applies for the General Liability.
Election Ballot Box placements at the following locations:
Sholem Pool, 2205 Sangamon Dr #4981, Champaign, IL 61821
Douglas Branch Library, 504 E Grove St, Champaign, IL 61820

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Champaign Park District Bresnan Meeting Center 706 Kenwood Rd Champaign IL 61820 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>  |
|---|---|



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: April 26th, 2022

SUBJECT: Barcom Security Monitoring

Introduction

Champaign Park District staff members are seeking approval to switch fire and intrusion monitoring companies from Securitas, formerly known as FE Moran, to Barcom Security.

Background

Over the past twelve (12) years, the Park District has contracted with a number of companies to monitor fire and intrusion systems across the Park District.

- 2010 – FE Moran
- 2014 – George Alarm Company
- 2017 – FE Moran
- 2021 – Securitas (bought FE Moran)

Since the switch to Securitas, staff have encountered multiple issues with the new provider. Some of these issues are:

- Delayed service call response. (Up to 6 weeks for service)
- Improper repairs
- Unresponsive to numerous phone calls and emails from accounting regarding billing errors
- Numerous situations of call transferring throughout their company for questions and issues
- Numerous false alarms that result in staff coming in after hours

After FE Moran was bought out, Park District staff have experienced numerous challenges due to the loss of a provider that employs local customer service staff and technicians. The need for a new system at the Martens Center along with the anticipated benefits of returning to a local provider led staff to request quotes for Park District-wide fire and intrusion monitoring to determine if a local competitor could provide the same or better services when compared with Securitas.

Received Quotes

The following chart represents the monthly charge per building or elevator for each service provided on a 3-year contract. A onetime equipment cost will be necessary to change cellular receivers over to the new provider as well.

| Company | Fire Monitoring | Intrusion Monitoring | Elevator Monitoring | Annual Total Cost | Cellular Receiver Cost |
|------------------|-----------------|----------------------|---------------------|-------------------|------------------------|
| Securitas | \$47.25 | \$47.25 | \$26.25 | \$1218.00 | N/A |
| Barcom Security | \$50.00 | \$35.00* | \$25.00 | \$1145.00 | \$6,076 |
| Heart Technology | \$45.00 | \$45.00 | DNP | \$1035.00^ | \$13,883.48 |

*The Virginia Theater and the Martens Center will be \$45/month because they are using the Virtual Key Pad technology. This technology allows staff to add users and monitor the alarm system from any location.

^This annual price does not include the monthly elevator monitoring.

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

The Park District will have thirteen (13) buildings with fire monitoring and ten (10) buildings with intrusion monitoring with the addition of the Martens Center. The Park District will have five (5) elevators to monitor across the Park District after the completion of the Martens Center,

Budget Impact

The one-time purchase for updated security equipment, totaling \$6,076, was approved in the capital plan budget on February 23, 2022. This expense will be allocated from the funds that were approved for security system upgrades totaling \$55,000

Since 2010 the Park District has experienced a 75% price increase in monitoring services.

Total cost savings by switching to Barcom would be \$73 per month or \$876 per year.

Recommended Action

Staff recommends approval of a three-year agreement with Barcom Security, totaling \$13,260 for annual service and a one-time purchase of \$6,076 for cellular receiver equipment replacement. Staff also recommends approval of authorizing the Executive Director to enter into the contract upon review by Park District legal counsel.

Prepared by:

Reviewed by:

Joe Kearfott
Assistant Director of Administrative Services

Joe DeLuce
Executive Director

Jarrod Scheunemann
Director of Administrative Services



SYSTEM PURCHASE / SERVICE / MONITORING AGREEMENT

Client Number: 00000 Contract Number: _____

THIS AGREEMENT dated Wednesday, December 16, 2020, is entered into by and between the following parties

F.E. MORAN SECURITY SOLUTIONS (Hereinafter referred to as FEMSS)

and

Name: **Champaign Park District**

Email Address: **joe.kearfott@champaignparks.org**

(Hereinafter referred to as "Client")

Quote#: **FEMQ59244-15**

Billing Address: **706 Kenwood Rd
Champaign, IL 61821-4100**

Telephone: **2178193834**

Contact Person: **Joe Kearfott**

1. **PREMISES:** The System to be serviced and/or monitored is at the following address: **Champaign Park District - Master Agreement
706 Kenwood Rd
SEE ADDENDUM B
Champaign, IL 61821-4100**

2. **TERM:** This Agreement shall be effective upon execution by both Parties and continue for a period of 12 months from the date of activation of services. At the expiration of the initial 12 month period, this Agreement shall renew automatically for periods of one (1) month each, unless either party shall notify the other in writing, not less than (30) days prior to the expiration of this Agreement or of any renewal periods, of their intention to terminate this Agreement. The parties agree that due to the nature of the services to be provided by FEMSS, the payments to be made by the Client for the term of the monitoring / service part of this agreement pursuant to paragraph one (1) form an integral part of FEMSS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix FEMSS's actual damages. Therefore, in the event Client defaults in the payment of any charges to be paid to FEMSS, the balance of all payments for the entire term herein shall immediately become due and payable, and Client shall be liable for 80 % thereof as liquidated damages and FEMSS shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Client of any obligation herein. In the event of Client's breach of this agreement, FEMSS may at its option either remove its communication software or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein.

3. **CHARGES:** The Client agrees to pay FEMSS as follows:

SCHEDULE EQUIPMENT & SERVICES LIST

| <u>Qty - Description</u> | <u>RMR</u> | <u>Qty - Description</u> | <u>RMR</u> |
|--------------------------------------|------------|--|------------|
| 1 - Security / Fire Monitoring | | 1 - Inspections - Fire - Annual - Functional | |
| 1 - Inspections - Sprinkler - Annual | | 1 - Elevator Emergency Monitoring | |

Purchase Price: **\$0.00** Total Monthly Fee: **\$1,228.00** Billed Quarterly System Type: Burg & Fire
 Deposit/Down Payment: **\$0.00** down

SCOPE OF WORK

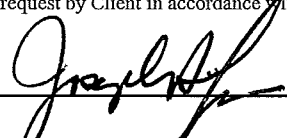
Monitoring, inspection, elevator monitoring, and sprinkler inspection Agreement - Multi Site - Master Agreement

4. **MONITORING & SERVICES:** FEMSS agrees to service a system ("System") comprised of the equipment listed without liability and not as an insurer, during the term of this Agreement at the premises described above; for the following marked services:
- (X) Alarm Monitoring:
 - () Time & Material Service
 - () Service Agreement
 - (X) Inspection Service
 - () Other:

****Addendum A:** The Client understands that FEMSS must know and have on record basic information about the Client system. The Client also acknowledges that he has completed the portion of the contract which calls for that information, and that FEMSS, in performing its obligations under this contract, will rely solely on information given by the Client (See Addendum A for monitoring information).

This Agreement shall not be binding upon FEMSS unless approved in writing by an officer of FEMSS. In the event of non-approval, the sole liability of FEMSS shall be to refund to Client the amount that has been paid to FEMSS by Client upon the signing of this Agreement.
IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed on the date opposite their names.

CREDIT REVIEW: Client's signature authorizes FEMSS to obtain a standard factual data credit report through a credit reporting agency chosen by FEMSS. Client agrees that if the data reported in said report is, in the sole opinion of FEMSS, insufficient to warrant the extension of credit terms to Client this agreement will be considered void, and any products provided to Client by FEMSS in the anticipation of this agreement will be returned immediately. If credit terms are denied as described above, FEMSS agrees to provide a copy of the information used to make the determination upon request by Client in accordance with Federal law.


By:  Date: 1/15/21
Authorized "FEMSS" Officer

TERMS AND CONDITIONS CONTINUED

5. **FEMSS's LIABILITY/DISCLAIMER OF WARRANTIES:** IT IS UNDERSTOOD THAT FEMSS IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CLIENT AND THAT THE AMOUNTS PAYABLE TO FEMSS HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBED PROPERTY OR OTHERS LOCATED IN CLIENT'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF FEMSS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CLIENT DOES NOT DESIRE THAT THIS CONTRACT PROVIDE FULL LIABILITY OF FEMSS AND AGREES THAT FEMSS SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF FEMSS SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT (10%) OF THE ANNUALIZED MONTHLY SERVICE CHARGE OR \$250.00, WHICHEVER IS THE GREATER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AS THE EXCLUSIVE REMEDY, THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF FEMSS, ITS AGENTS OR EMPLOYEES. IF THE CLIENT DESIRES FEMSS TO ASSUME A GREATER LIABILITY, FEMSS WILL AMEND THIS AGREEMENT TO ALLOW THE CLIENT TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY, IF SUCH POLICY IS REASONABLY AVAILABLE. NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CLIENT, FEMSS AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY FEMSS DISCLAIMS ANY WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE.
6. **SERVICE AGREEMENT AND INSPECTION SERVICES: (A) SERVICE AGREEMENT.** If service is included, FEMSS will service the System and make any necessary repairs as required due to normal wear and tear, including parts and labor. Client acknowledges FEMSS's obligation hereunder relates solely to the service of the specified system and that FEMSS is in no way obligated to insure the operation of the System or to maintain or service Client's property or the property of others to which FEMSS's System is connected. Any replacement parts may be of a brand, design and quality determined by FEMSS in its sole discretion to be the reasonably equivalent. FEMSS shall service upon Client's request the system installed in Client's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber. **(B) INSPECTION.** If inspections are included, they shall be performed between the hours of 8 a.m. and 5 p.m. Monday through Friday. Inspection service does not include the cost of any repairs or modifications to the System.
7. **FALSE ALARMS:** If the Client's System is damaged or misused to such an extent or not functioning in such a way that false alarms are transmitted with unreasonable frequency, FEMSS may choose to suspend its obligation under this Agreement until the System is fixed or the condition corrected or cancel this Agreement. If FEMSS elects to suspend its obligations, it will first notify the Client of the suspension.
FEMSS shall not be responsible for the fees, charges, or assessments imposed by the government authority or other persons in connection with false alarms from any equipment located at any Client premises. FEMSS shall not be responsible for any fees, licenses or taxes imposed by any government authority.
Client represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of FEMSS and which may cause the alarm to activate. Any and all such alarms which may occur, shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all such alarms excuse any of the obligations of Client as set forth in this Agreement.
8. **RESPONSE TO ALARMS:**
- (A) **LOCAL ALARM:** FEMSS does not physically respond to Client premises in local alarm audible device soundings, except as otherwise specifically agreed to in writing.
 - (B) **CENTRAL STATION ALARM:** FEMSS does not physically respond to the Client premises for central station alarm device signals. If FEMSS provides central station alarm service, FEMSS or its designee shall, without warranty, make every reasonable effort to do the following:
Upon receipt of an alarm signal, FEMSS shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and to the persons designated by the Client, unless there is reason to assume that any emergency condition does not exist. FEMSS shall not be responsible for losses or damages suffered by the client as a result of any delays in response time or failure to respond by any person or authority notified by FEMSS according to the clients' instructions in addendum A
 - (C) **POLICE AND FIRE DEPARTMENT CONNECTED ALARMS:** Client acknowledges that if the signals transmitted by Client's premises will be monitored in municipal police and/or fire departments to other locations, that the personnel of such municipal police and/or fire department or other location are not agents of FEMSS, nor does FEMSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
 - (D) **SIGNAL TRANSMISSION:** Client understands that the signals from the System, which FEMSS may monitor, are transmitted over normal telephone lines, internet and/or radio frequency to FEMSS. Client also understands the FEMSS cannot be responsible for any monitoring during periods when either Client or FEMSS's telephone lines or internet are not working, or under any condition which would make it impossible to send a normal signal from the Client's premises to FEMSS's place of business.
9. **AUDIBLE ALARM SHUT-OFF:** Client acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, it is designed to automatically shut off after sounding for period of time not to exceed thirty (30) minutes. Client further acknowledges: That unless an attempted entry is apparent or unless Client is notified that the System was activated, Client may have no way of knowing that the System was activated and automatically shut off; and that it therefore may have to be manually restored by Client. Client agrees to check the System each day upon opening the premises in order to determine whether or not the System was activated during the previous operating period.
10. **INCREASE IN MONTHLY CHARGES:** FEMSS shall have the right, at any time, to increase the monthly charges provided for in this Agreement up to any amount equal to ten percent (10%) per year for each year after the date of this Agreement for the term of this Agreement, including extensions.

11. **CLIENT'S DUTIES AS TO USE OF SYSTEM:** The parties hereto agree that the System, once installed, is in the exclusive possession and control of the Client, and it is Client's sole responsibility to test the operation of the alarm system daily and to notify FEMSS if any equipment is in need of repair. FEMSS shall not be required to service the alarm system unless it has received notice from Client, and upon such notice, FEMSS shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday. Client agrees to test and inspect the alarm system and to advise FEMSS of any defect, error or omission in the alarm system. In the event Client complies with the terms of this agreement and FEMSS fails to repair the alarm system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Client agrees to send written notice that the System is in need of repair to FEMSS, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Client shall be precluded from raising the issue that the alarm equipment was not operating unless the Client can produce a post office certified or registered receipt signed by FEMSS, evidencing that service was requested by Client.
12. **DESIGNATED PERSONNEL:** Client agrees to promptly furnish a written list of the names, titles, residence addresses, residence phone numbers and signatures of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish FEMSS with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to FEMSS in writing.
13. **ADDITIONS AND CHANGES:** The cost of any additions, changes and variances in the System, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus, are to be paid by Client. Client acknowledges that Client has chosen the System and that additional protection is available and may be obtained from FEMSS over and above that provided herein, at and additional cost to client.
14. **RISK OF LOSS:** All risk of loss or damage to the System shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.
15. **RELATIONSHIP; TITLE TO EQUIPMENT:** Client acknowledges and agrees that this Agreement is for the providing of service. Except for AES radio transmitters, the components of the System, including, detection devices, bell boxes and controls shall at all times remain the sole property of the Client. All radio transmitters and communicators shall remain the sole property of FEMSS and will be surrendered to FEMSS by Client upon request of FEMSS.
16. **SUSPENSION OR CANCELLATION OF THIS SYSTEM:** This Agreement may be suspended or canceled, without notice at the option of FEMSS, if FEMSS's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event FEMSS is unable to render service as a result of any action by any governmental agency.
17. **DELINQUENCY; RECONNECT CHARGES; INTEREST:** In the event any payment due hereunder is more than ten (10) days delinquent, FEMSS may impose and collect a late payment charge equal to ten percent (10%) of the late payment plus interest on any delinquent amount at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less. If the alarm System is deactivated because of Client's past due balance, and if Client desires to have the System reactivated, Client agrees to pay in advance to FEMSS a reconnect charge to be fixed by FEMSS in a reasonable amount.
18. **CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of FEMSS.
19. **ASSIGNEES/SUBCONTRACTORS OF FEMSS:** FEMSS shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to FEMSS's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and /or subcontractors of FEMSS, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to FEMSS.
20. **DEFAULT BY CLIENT:** If the Client fails to make any payment as agreed herein, or ceases doing business as a going concern, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against Client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable. In the event of such default the Client hereby consents to FEMSS immediately entering the aforesaid premises or any other premises where the property of said FEMSS may be located for the purpose of removing the equipment belonging to FEMSS; upon the expiration of this Agreement or any renewal term thereof, or upon the happening of any other contingency set forth herein, FEMSS may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by FEMSS shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall FEMSS be liable for any normal damage caused to the premises by installation or removal of its equipment. In the event of such default, FEMSS may disable any alarm codes or take any other action to the system to effectively render the system inoperable.
21. **THIRD PARTY INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless FEMSS and its shareholders, directors, officers, employees and agents against any and all third party claims, losses, damages and liabilities, including costs, expenses and attorney fees, asserted against or suffered by FEMSS, by reason of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage and/or economic loss arising out of Client's acts, omissions or negligence; provided however, Client's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage or economic loss is caused by the sole negligence or gross misconduct of FEMSS.
22. **PRIOR AGREEMENTS:** Client warrants and represents that Client is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises in conflict with the terms of this Agreement and furthermore Client agrees to indemnify and save harmless FEMSS against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now and hereafter incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such alarm systems of every kind and description. Client will pay all said sums, including reasonable attorneys' fees, for the defense of any such claim or suit and reasonable attorneys' fees incurred in the enforcement of this indemnity provision.
23. **INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
24. **ENTIRE AGREEMENT; WAIVER:** The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the terms of any prior or subsequent purchase order, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
25. **NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.
26. **LIMITED WARRANTY:** In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, FEMSS agrees to make all repairs and replacement of parts without costs to the Client for a period of ninety (90) days from the date of installation. FEMSS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge or wire breaks.
27. **ALTERATION OF PREMISES FOR INSTALLATION:** FEMSS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in FEMSS's sole discretion for the installation and service of the alarm system, and FEMSS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the System, and Client represents that the owner of the premises, if other than Client, authorizes the installation of the System under the terms of this agreement. Client understands and agrees that some installations may require that system wiring be exposed.
28. **RESCISSON:** If you, the Client, have entered this agreement as a result of a door to door sale and services are being provided at your residence you have the option to rescind this agreement. The only way this option can be exercised is for you to inform FEMSS of your decision in writing before midnight of the 3rd business day following the date of this agreement.
29. **SERVICES OFFERED:** You, the Client, acknowledge that you have received documentation providing a full list of services offered by FEMSS. Client has reviewed that the services purchased and services declined are listed correctly.

By: Josh Young Date: 12/16/2020
 "Salesperson" (Printed)

By:  Date: 1/15/21
 "Client Signature"
 By: Joseph Dolan, Executive Director
 "Client Name Printed & Title"



Addendum A: Call List/Passcodes & Services

New Account
 Existing Account
 Change / Additional Communication

CUSTOMER SITE DATA

| | |
|--|--------------------------|
| Manitou Account#: | 706 Kenwood Rd |
| Client: Champaign Park District - Master Agreement | Champaign, IL 61821-4100 |
| Joe Kearfott | Telephone: 2178193834 |
| Interactive Services: | User Name: |
| E-mail Address: | Phone#: |

CALL LIST: AUTHORIZED INDIVIDUALS TO BE CONTACTED

VERBAL PASSCODE: passcode and call list changes can be emailed to: accountupdates@femoransecurity.com

**Verbal Passcodes Not Accepted: 1234, 1313, ABCD, Yes, No, and any profanity **

If only 1 passcode is provided by the customer, that passcode shall be used as a general passcode on the account for all names on the call list

| NAME (first contact is called prior to dispatch) | Telephone Number – AREA CODE REQUIRED | Enter Verbal Passcode | Full Permissions Yes/No |
|---|---------------------------------------|-----------------------|-------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

This information is provided by the client in accordance with the terms and conditions set forth in the attached agreement.

SERVICES

Sold **Decline - N/A**

- Backup Monitoring (Primary & Secondary)
- Service Agreement
- Intrusion Detection (Burglar System)
- Inspection Agreement
- Interactive Services (App/Notification Emails)
- Fire Monitoring

Sold **Decline - N/A**

- Access Control System (Commercial Locations)
- Carbon Monoxide Monitoring
- Water Detection Monitoring (sump Pump)
- High / Low Temperature Monitoring
- Video Surveillance Solutions (FEMSS)
- Video Surveillance Solutions (Customer)

FOR INTERNAL USE

| | | |
|--|---|--|
| GSM Internet <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Two Way Audio <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Z-Wave <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Alarm Type: | Time Zone: | Open Voice: |
| PermiseType: | Test Interval: | Duress Code: 1313 |
| Primary Comm Method: | Secondary Comm Method: | Panel Type: |
| Open / Close Report Type: | Alarm Permit Given To Customer <input type="checkbox"/> | |
| Open / Close Report Interval: | | |
| EMAIL ADDRESS REQUIRED FOR OPEN/CLOSE SCHEDULE | | Holiday Schedule Attached: |
| Supervised O/C Schedule | May Open: | Must Open: |
| | May Close: | Must Close: |

Champaign Park District
706 Kenwood Rd. Champaign, IL 61821

| <u>Location Name</u> | <u>System #</u> | <u>System Type</u> | <u>Monit.</u> | <u>CMS</u> | <u>Inspections</u> | <u>Sprinkler Insp</u> | <u>Total RMR</u> |
|---------------------------|-----------------|---------------------------|-----------------|---------------|--------------------|-----------------------|-------------------|
| Bresnan Meeting Center | 391303 | Burglar & Fire Monitoring | \$45.00 | | \$32.00 | | \$77.00 |
| Douglass Annex | 391294 | Fire Monitoring | \$45.00 | | \$16.00 | | \$61.00 |
| Douglass Annex | 393400 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Douglass Center | 391223 | Fire Monitoring | \$45.00 | | \$16.00 | | \$61.00 |
| Douglass Center | 392468 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Hays Center | 391107 | Fire Monitoring | \$45.00 | | \$16.00 | | \$61.00 |
| New Leonhard Rec Center | 2371199 | Fire Monitoring | \$45.00 | | \$16.00 | \$20.00 | \$81.00 |
| New Leonhard Rec Center | 2371200 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Operations | 391180 | Fire Monitoring | \$45.00 | | \$24.00 | | \$69.00 |
| Sholem Aquatic | 391293 | Burglar & Fire Monitoring | \$45.00 | | \$32.00 | | \$77.00 |
| Sholem Aquatic Pump House | 453315 | Burglar & Fire Monitoring | \$65.00 | | \$15.00 | | \$80.00 |
| Springer Building | 393372 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Springer Building | 391052 | Fire Monitoring | \$45.00 | | \$20.00 | \$20.00 | \$85.00 |
| Tennis Center | 391281 | Fire Monitoring | \$45.00 | | \$16.00 | | \$61.00 |
| Tennis Center | 393760 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Bi-Centennial Cernter | 392858 | Fire Monitoring | \$45.00 | | \$40.00 | | \$85.00 |
| Virginia Theatre | 391056 | Fire Monitoring | \$45.00 | | \$45.00 | \$20.00 | \$110.00 |
| Virginia Theatre Burg | 2371208 | Burglar Monitoring | \$45.00 | | | | \$45.00 |
| Virginia Theatre - Lobby | ELEV078 | Elevator Monitoring | \$25.00 | | | | \$25.00 |
| Virginia Theatre - Stage | ELEV079 | Elevator Monitoring | \$25.00 | | | | \$25.00 |
| Grand Total: | | | \$880.00 | \$0.00 | \$288.00 | \$60.00 | \$1,228.00 |

Print Name: _____
 Sign Name: _____
 Date: _____

CENTRAL STATION MONITORING AGREEMENT

Agreement dated **May 3, 2022**, by and between BARCOM SECURITY (hereinafter referred to as "BARCOM" or "ALARM COMPANY") and Champaign Park District

(hereinafter referred to as "Subscriber" or "Buyer"). Phone: **(217) 819-3834** E-Mail Address: Joe Kearfott - joe.kearfott@champaignparks.org

1. System and Service
Barcom agrees to furnish installation, monitoring and/or repair services, during the term of this Agreement, at the premises of the customer located at **706 Kenwood Rd, Champaign, IL 61821** systems as described in the attached Schedule of Service and Protection.
2. Terms, Renewal and Expiration
This agreement is effective as of the execution date of this Agreement and shall have an initial term of Thirty Six (36) months from the date the system first becomes operative under this agreement and thereafter shall be automatically renewed for a consecutive term of one year, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then current term.
3. Payment and Scope (prices do not include any applicable state and local sales or use tax)
 - A. Payment – Customer agrees to pay Barcom:
 - i. \$ **6,076.00** for the total installation of the system
 - a. \$ **0.00** upon signing of this agreement
 - b. \$ **0.00** Progress payments as follows: Per month for 36 months
 - c. \$ **6,076.00** upon completion of the installation, progress billed, plus a connection charge of \$ 0.00
 - ii. \$ **1,105.00** for service per month, as described in the Schedule of Service and Protection, payable **Quarterly** in advance commencing from the first (1st) day of the billing quarter following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following billing quarter.
 - iii. Barcom may at any time following the expiration of twelve (12) months of this Agreement, increase the monthly charge specified in 3.A.ii once a year, and subscriber agrees to pay such increases as invoiced.
 - B. Services: Barcom will provide the services specified on the attached Schedule of Services and Protection
 - C. Ownership of Equipment. The equipment shall be owned by **Subscriber**

4. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, BARCOM or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of BARCOM or BARCOM's designee communication center and BARCOM does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of BARCOM and are not maintained by BARCOM and, therefore, BARCOM shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish BARCOM with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to BARCOM in writing. Subscriber authorizes BARCOM to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests BARCOM to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay BARCOM the current rate for each such service. BARCOM may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

5. **GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of a burglar alarm signal, BARCOM or its subcontractor shall as soon as may be practical send one or more of its guards to the subscriber's premises. The guard shall wait up to 15 minutes for the municipal police department personnel or subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the burglar alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at subscriber's premises for more than 15 minutes after his initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and effect repairs, though subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or repair the security equipment and put same in working order. If Subscriber requests BARCOM to station its guard at the premises for more than 30 minutes, and BARCOM has sufficient personnel to provide such service, and BARCOM makes no such representation that its personnel will be available, then subscriber agrees to pay BARCOM \$65.00 per hour plus tax for such service. Subscriber agrees to confirm the request to BARCOM to provide extended guard service by sending a telegram to BARCOM at the time request is made and BARCOM is authorized to ignore any request not confirmed within 15 minutes by telegram by Western Union or Telefax. In the event BARCOM responds to a false alarm condition occasioned by Subscriber's negligence, Subscriber shall pay BARCOM \$50.00 for each such response.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

(for residential customers only)
NOTICE OF CANCELLATION

BARCOM SECURITY:

TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: Joshua Young _____

Subscriber _____

Subscriber Agrees to have its credit card automatically charged for all charges under this contract.

Print Full Name) _____ Tax ID _____

Credit Card #: _____

Address _____

Security Code: _____

Expiration Date: _____

Mastercard Visa American Express

Signature (Name must be printed below) _____

Cardholder's Name (As it appears on credit card): _____

Print Full Name _____

Billing Address: _____

Residence Address: _____

6. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF BARCOM:** BARCOM shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software which shall remain the sole personal property of BARCOM and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by BARCOM. Communication software is part of the instrument panel programmed to transmit a signal. Passcode to CPU software remains property of BARCOM. Provided Subscriber performs this agreement for the full term thereof, upon termination BARCOM shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

7. **LIMITED EQUIPMENT WARRANTY:** Where Subscriber purchases a security system under this Agreement, BARCOM warrants that the equipment will be free from defects in material and workmanship for a period of **one (1) Year** from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced at Barcom's sole option, free of charge. Warranty repair is done 8:00am – 4:00pm, Monday – Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the customer, operator or used contrary to the operating instructions, software has been used with an operating system other than specified by Barcom or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data networks (s), power fluctuations, or any other cause not within the cause or control of Barcom. If inspection by Barcom fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Barcom's regular service charges will apply

8. **OF ALL OTHER WARRANTIES: SUBSCRIBER'S EXCLUSIVE REMEDY:** Except for the foregoing limited equipment warranty described above, BARCOM does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. In no event, will Barcom, its employees, or agents or representatives be responsible for consequential, special or incidental damages of any nature whatsoever Subscriber acknowledges that BARCOM is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. BARCOM has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for BARCOM's default hereunder is to require BARCOM to repair or replace, at BARCOM's option, any equipment covered by this agreement which is non-operational.

9. **EXCULPATORY CLAUSE:** Subscriber agrees that BARCOM is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though BARCOM does not guarantee that no loss will occur. BARCOM is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by BARCOM's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases BARCOM from any claims for contribution, indemnity or subrogation.

10. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of BARCOM as a result of BARCOM's negligent performance to any degree, failure to perform any of BARCOM's obligations, equipment failure or strict products liability, that BARCOM's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase BARCOM's maximum amount of BARCOM's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with BARCOM's increased liability. This shall not be construed as insurance coverage.

11. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of BARCOM's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of BARCOM, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 9, whichever is greater, as liquidated damages in complete satisfaction of such liability and BARCOM is released and discharged from any further liability.

12. **CARE OF COMMUNICATION SOFTWARE AND TRANSMITTER:** Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software and transmitter which shall remain in the same location as installed nor shall the subscriber permit the same to be done by others. It is further agreed that Subscriber indemnifies and holds Barcom harmless for any claim arising out of the foregoing and that if any work is required to be performed by Barcom, due to Subscriber's breach of the foregoing obligations, Subscriber will pay Barcom for such work in accordance with Barcom's then-current prevailing charges. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Barcom, any repairs or replacement shall be paid for by Subscriber (Ordinary wear and tear excepted in the case of a Barcom-owned system).

13. **ALTERATION OF PREMISES FOR INSTALLATION:** BARCOM is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in BARCOM's sole discretion for the installation and service of the communication software, and BARCOM shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software. Subscriber represents and warrants that Subscriber is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Subscriber shall indemnify and hold Barcom harmless for any losses or damages, including attorney fees, resulting from breach of such representation and warranty, of from Barcom's inability to recover Barcom-owned system components when customer moves out of the premises.

14. **OBLIGATIONS OF SUBSCRIBER (A)** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by BARCOM in its sole discretion and to notify BARCOM of any change in such service. **(B)** For those premises where Barcom is to provide monitoring, Subscriber shall furnish Barcom a list of names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Subscriber during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Subscriber shall also furnish Barcom with an authorized daily and holiday opening and closing schedule. **(C)** Customer shall set the alarm system as such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Barcom any claimed inadequacy in or failure of the system. Customer shall perform a daily walk test of any motion detection equipment used on the premises. **(D)** Customer shall permit Barcom access to the premises for any reason arising out of or in connection with Barcom's rights or obligations under this agreement.

15. **TITLE TO EQUIPMENT AND USE OF BARCOM-OWNED EQUIPMENT: PROPRIETARY PROTECTION:** **(A)** Any Barcom-owned equipment installed on the Subscriber's premises shall at all times remain the property of Barcom, or its assignee and Subscriber agrees not to permit the attachment thereto of any equipment not furnished by Barcom. If Subscriber purchases equipment, Subscriber agrees that Barcom retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that Barcom may remove or abandon all Barcom-owned equipment, including all wiring installed by Barcom, in whole or in part, upon termination of the Agreement by lapse of time, default of any monies due hereunder or otherwise without any obligation to repair or redecorate any portion of the protected premises. Provided that such removal or abandonment shall not be held to constitute a waiver of the right of Barcom, or its assignee, to collect any charges which have accrued hereunder. **(B)** Any computer application program and/or documentation referred to as "Software", that is provided by Barcom under this agreement, is owned by Barcom, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Subscriber is obligated to immediately return such Software to Barcom. Subscriber may not copy the Software for any reason other than per the dictates of any end user license agreement. Subscriber may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Subscriber acknowledged that any breach of this section shall result in irreparable injury to Barcom for which the amount of damage would be unascertainable. Therefore, Barcom may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Subscriber from any court having jurisdiction, restraining any violation of this section

16. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify BARCOM if it is in need of repair. BARCOM shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, BARCOM shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 4 p.m. Any repair or other services provided by BARCOM to Subscriber's alarm or security equipment shall be at BARCOM's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and BARCOM fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by BARCOM, evidencing that service was requested by Subscriber. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

17. **MISCELLANEOUS CHARGES AND INCREASE IN CHARGES:** **(A)** Subscriber shall pay any City, State and Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in changes to contractor for facilities required for transmission of signals under this Agreement. **(B)** At Barcom's option, a fee may be charged for any false alarm caused by Subscriber or any unnecessary service run. If either Barcom or Subscriber is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Subscriber shall pay the full amount of such fine or penalty. **(C)** Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). Barcom may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation. **(D)** Installation charges set forth in Article 3 assume installation will be performed during Barcom's normal working hours using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Barcom's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. **(E)** If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm permits required by the local jurisdiction. **(F)** Barcom shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after the payment is due under Article 3. Barcom may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Barcom may charge \$25.00 for any NSF check.

18. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by BARCOM, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of BARCOM's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix BARCOM's actual damages. Therefore, in the event Subscriber defaults in the payment

of any charges to be paid to BARCOM, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and BARCOM shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, BARCOM may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should BARCOM refer this contract to an attorney, Subscriber shall pay BARCOM's legal fees. The parties waive trial by jury in any action between them. In any action commenced by BARCOM against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Illinois and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Illinois and in the County where BARCOM's principal place of business is located. Any action by subscriber against BARCOM must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against BARCOM must be based on the provisions of this agreement. Any other action that subscriber may have or bring against BARCOM in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

19. DELAY IN INSTALLATION: BARCOM shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including BARCOM's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

20. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which BARCOM is named as insured, and under which the insurer agrees to indemnify and hold BARCOM harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by BARCOM's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. BARCOM shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

21. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless BARCOM, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by BARCOM's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against BARCOM or BARCOM's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of BARCOM. BARCOM shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

22. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse BARCOM for any fines relating to permits or false alarms. BARCOM shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should BARCOM be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay BARCOM for such service or material.

23. BARCOM'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that BARCOM is authorized and permitted to subcontract any services to be provided by BARCOM to third parties who may be independent of BARCOM, and that BARCOM shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints BARCOM to act as Subscriber's agent with respect to such third parties, except that BARCOM shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to BARCOM's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of BARCOM.

24. NON-SOLICITATION. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of BARCOM assigned by BARCOM to perform any service for or on behalf of Subscriber for a period of two years after BARCOM has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, BARCOM shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with BARCOM, times twelve, together with BARCOM's counsel and expert witness fees.

25. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except BARCOM's requirements regarding items of protection provided for in this agreement imposed by Authority Having jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 6, 2022

SUBJECT: Ratification of a Contract for Electric Rates

Background

The Park District has been a member of an energy co-operative through the consulting firm CQI Associates since April 2007. CQI has worked on behalf of the Park District to obtain the best electric rates over time, is the Park District's consultant on utility rates, and handles all the bidding requirements. The current electric contract with AEP Energy is set to expire June 26, 2022. Shelby Dupont from CQI is preparing information and will solicit bids. Due to the nature of the process, the rate must be accepted with an executed contract at the rate meeting.

The District's current electric rate is \$0.05032/kWh under the existing contract. Estimated rates from April 2022 indicate the price will increase between 60-130% depending on the provider and length of contract. The District's current rate is set to default to Ameren's rate of \$0.115/kWh in June 2022 if no action is taken. Ameren's rate is set to increase 87% from \$0.06150/kWh on June 1. The rate meeting is set for May 11, 2022.

Prior Board Action

The Board of Commissioners authorized the Executive Director at that time, to enter into a contract for the purchase of electricity on March 14, 2007.

March 8, 2017 the Board of Commissioners authorized the Executive Director to accept the lowest electricity rate from bids received and enter into a contract to be ratified at the April meeting.

April 12, 2017, Board of Commissioners ratified a contract with Mid-American Energy for Electric Rates commencing June 2017 and ending June 2019.

June 14, 2017, Board of Commissioners ratified the contract originally approved April 12, 2017 to extend the contract through December 2019.

February 27, 2019 Board of Commissioners ratified the contract with AEP Energy.

Budget Impact

Expectation is the rate per kWh will increase significantly beginning June 1, 2022.

Recommended Action

Staff recommends the Board ratify the contract for new electric rates.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Joe DeLuce, CPRP
Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 11, 2022

SUBJECT: Approval of Amending Motion and Ratifying the Beverage Agreement

Introduction

The current contract between the Champaign Park District (District) and the Pepsi-Cola Champaign-Urbana Bottling Company (Bottler) expires on April 30, 2022. During the past five years (and fifteen years prior to the current agreement) the District's exclusive agreement with the Bottler has been a win/win partnership for both parties.

The current contract states that the agreement shall continue for a period of five years from April 30, 2017. The District may renew this agreement for one additional five (5) year period under terms and conditions agreed upon by the District. Written notice of bottler's intention to renew shall be provided six (6) months prior to the expiration date of the agreement.

Staff's recommendation to extend the agreement would renew terms in which the Bottler and the District each desire that Bottler serve as the sole, exclusive supplier and distributor of Beverages on District Property at each and every location owned, operated or controlled by it including, but not limited to, each and every location, fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement in exchange for valuable consideration in the form of a License Fee and Commission payments to be provided by Bottler to District for the use by District in a manner to be determined in District's sole discretion and product donations.

The following are the agreed upon highlighted changes to the proposed agreement:

- Extend the agreement for three (3) additional years through April 30, 2025.
- Maintain the donation of product per year at \$12,000 per year/\$36,000 over the life of the agreement
- Maintain the yearly cash payment to the District for \$10,000 per year or \$30,000 over the life of the agreement
- Share the cost if additional work is needed to add a vending machine to a District park or facility location (i.e., concrete pad, electrical outlet)

Budget Impact

The District will receive \$10,000 per year and \$12,000 of Pepsi products for each of the three years of the agreement (total = \$30,000 in cash and \$36,000 in product over the

next three years). The District will also receive a percentage of all Pepsi sales and vending sales over the next three years!

Recommended Action

Staff recommends the Board reconsider and amend the motion to change the approved term of the agreement with Pepsi Bottling Company from two years to three years and ratify the same.

Staff will be prepared to advertise through a Request for Proposals (RFP) for beverage service and vending in January of 2025.

Prepared by:

Joe DeLuce
Executive Director

BEVERAGE AND VENDING PROVIDER AGREEMENT

This agreement (the "Agreement") entered into on this 1st day of May 2022 is made by and between the Pepsi-Cola Champaign-Urbana Bottling Co., a Delaware corporation, hereinafter referred to as the "Bottler" (with offices located at 1306 W. Anthony Drive, Champaign, Illinois 61820) and Champaign Park District, a municipal corporation, hereinafter referred to as "Champaign Park District" or "District" (with offices located at 706 Kenwood Road, Champaign, Illinois 61821).

Bottler and District each desire that Bottler serve as the sole, exclusive supplier and distributor of Beverages on District Property at each and every location owned, operated or controlled by it including, but not limited to, each and every location, fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement in exchange for valuable consideration in the form of a License Fee and Commission payments to be provided by Bottler to District for the use by District in a manner to be determined in District's sole discretion and product donations. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby expressly agree to the following terms and conditions:

I. TERM

This agreement is effective as of the date first noted above and shall continue for a period of ~~five (5) years~~ **five (5) years** from said date. ~~The District may renew this Agreement for one additional five (5) year period under terms and conditions agreed upon by the District. Written notice of District's intention to renew shall be provided at least six (6) months prior to the expiration date of this Agreement.~~

II. DEFINITIONS

All capitalized terms used in this Agreement shall have the following meanings, unless otherwise defined elsewhere within the body of this agreement.

District Property: All buildings, parks, facilities and grounds owned, occupied or controlled, by the Champaign Park District during the term of this Agreement, including but not limited to the following parks and facilities: Beardsley, Boulder Ridge, Centennial, Clark, Commissioners, Davidson, Dodds, Douglass, Eisner, Gardens Hills, Glenn, Hallbeck, Hazel, Henry Michael, Heritage, Hessel, Johnston, Kaufman, Mattis, Mayfair, Martens Center, Meadows Square, Moore, Morrissey, Noel, Powell, Robeson, Zahnd, Robeson Meadows, Scott, Spalding, Washington, Wesley, West Side, Wisegarver, Bresnan Meeting Center, Douglass Annex, Douglass Community Center, Douglass Library, Hays Center, Kaufman Lake Boathouse, Leonhard Recreation Center, Lindsay Tennis Center, Dodds Tennis Center, Prairie Farm, Sholem Aquatic Center, Springer Cultural Center, Porter Family, Boulder Ridge, Toalson, and Virginia Theatre.

Beverage(s): All naturally or artificially flavored non alcoholic beverages, including but not limited to any hot, cold, frozen, liquid, non-liquid, carbonated or non-carbonated, soft drink, juice, vegetable drink, juice drink, prepared/bottled teas or coffees, bottled waters, sports drinks (including but not limited to isotonic, energy, or fluid replacement drinks), nutraceutical drinks, and all beverage bases which the foregoing beverages can be prepared (for example, syrups, powders and concentrates), excluding hot brewed coffee, tea, and milk.

Snacks: All snack items sold through vending machines, including but not limited to chewing gum, hard candies, chocolate based products, chips, crackers, salty snacks, pastries, donuts and muffins.

III. AGREEMENT OF THE PARTIES

A. License Fee

The Bottler shall pay to District a **License Fee of \$10,000** (payable not later than June 30, 2022), and provided that the District is not in default of any of the terms, conditions, covenants of this Agreement, a check in the amount of **\$10,000 dollars** within 30 days following each anniversary date of this Agreement thereafter during the remaining four years of this Agreement. **The total sum payable over the ~~five~~three-year period shall be \$5030,000.00.** All amounts paid to the District under the terms of this Agreement shall be in the form of Bottler's company checks with the payee designated as "Champaign Park District".

B. Commissions

The Bottler shall pay the District a "Commission", quarterly, within 30 days following the end of each calendar quarter, a sum of money equal to thirty percent (30%) of net dollar sales (defined for use in this subsection as Gross Sales less applicable sales taxes) of all Bottler's beverage sales that occur through vending machines installed, operated and maintained by Bottler ("Full Serviced") on District Property, and an amount equal to ten percent (10%) of net dollar sales of all vending Snack sales that occur through vending machines installed, operated and maintained by Bottler ("Full Serviced") on District Property during the term of this Agreement.

C. Distribution Rights

1. In consideration of a License Fee, Commissions and donated products, to be paid by Bottler to the District, as set forth herein, District hereby grants to Bottler the exclusive right to advertise, promote, distribute, market and sell all Beverages and Snacks on District Property during the term of this Agreement. Bottler's right to advertise, promote and market Beverages and Snacks shall be solely through scoreboards, vending machines, concession stands, menu boards, clocks, event banners, and event trailers located on District Property.
2. The location of beverage and snack vending machines and fountains for concession areas are set as set forth on attached Exhibit "B". Any amendments to Exhibit "B" shall be mutually agreed upon between Bottler and District.

IV. EXCLUSIVITY AND EXCEPTIONS.

- A. The District agrees that it will cooperate with the Bottler to maximize the storage, advertising, marketing, sale and distribution of the Bottler's Beverages and Snacks on District Property and shall use signs, menu board, banners, scoreboards, "Pepsi" cups, and other advertising media along with vending machines and dispensing equipment provided or made available by Bottler to the District for purchase or use by District personnel. Additionally, except as hereinafter provided, the District shall not allow upon any District Property the following: any sale, distribution, advertising, promotion or marketing of Beverages (including but not limited to Beverage tradename, marks and symbols) that are not supplied directly by Bottler through its route delivery system.

With regard to private parties using Park District Property under a Park District facilities or park use permit for use, the preceding sentence shall be construed to require that the District be obligated to use nothing more than its reasonable best efforts to encourage such parties to contact Bottler for purchase of Pepsi Beverage products directly from Bottler. Bottler shall make available to such parties special pricing and product/equipment package options – offering to such parties special consideration as a result of Bottler's and

District's contractual relationship. The preceding sentence shall not be construed to require that the District enforce the exclusivity provisions of this Agreement against said parties.

- B. In no event shall the logo or printed name of any of Bottler's competitors (defined as any entity or individual selling Beverages) be displayed for any purpose on District Property at any time during the term of this Agreement.

C. Event/Rental of Parks

The District agrees to inform, require and cause any food provider, caterer or concessionaire that operates or will operate on District Property or third party that leases or builds on any portion of District Property during the term of this Agreement to be bound by the terms and conditions of this Agreement and to honor the provisions of this Agreement relating to the Beverage and Snack sale, distribution, advertising and marketing exclusivity.

The application of this Paragraph IV.C shall not be construed to apply to District park and/or facility rentals to private individuals or organizations using District Property under the provisions of a District standard permit. District facility and/or park rentals to private individuals or organizations using District Property under the provisions of a Park District special event permit or District sponsored event shall be subjected by the District to be bound by the terms and conditions of the Agreement and to honor the provisions of this Agreement relating to the Beverage and Snack sale, distribution, advertising and marketing exclusivity.

V. BOTTLER WILL PROVIDE THE DISTRICT WITH THE FOLLOWING:

A. Donated Products

Bottler shall donate \$12,000 worth of product based on Bottler's annual wholesale prices (1st year's price list, effective May 1, 2022, is attached as Exhibit "A") per year for use at District events including but not limited to: Downtown Festival of the Arts, Taste of Champaign-Urbana, Touch-A-Truck, and Gospel Fest. Donations are based on calendar year, January through December, of each year of this Agreement.

B. Coolers

Bottler shall supply coolers for products as needed at facilities and for events at no cost to the District, including but not limited to Dodds, Zahnd, Sholem Aquatic Center, Virginia Theatre, ~~etc~~ and additional coolers as maybe needed as mutually agreed upon by both parties. The location of coolers needed for the 1st year of the Agreement is as set forth on attached Exhibit "B".

C. Equipment

1. Bottler shall provide and maintain all fountain, vending and dispensing equipment at no charge to the District. District and Bottler shall mutually determine equipment and products to be placed on District Property. All equipment shall be in first class operational condition. Unless otherwise indicated, Bottler shall retain title to such equipment. District will assume no liability for damage to equipment from fire, theft, vandalism or other cause. The District will use reasonable precaution to protect Bottler's equipment.
2. If any type of equipment provided by Bottler will not fit into existing areas or require modifications, Bottler shall equally share the cost of any necessary infrastructure to support installation of vending equipment in the parks, such as electric outlets, concrete pads and machine shelters as mutually agreed upon by both parties, which shall not be unreasonably withheld. Proposed modifications must be approved in writing by the District's staff. Appearance of all equipment shall be aesthetically

appealing, as determined by the District's staff. All vending machines placed in parks shall be District identified.

3. Bottler shall not place equipment at any location without the prior written approval of the District, not to be unreasonably withheld.
4. Bottler shall establish and implement a preventative maintenance program for all equipment installed to ensure proper, continuous operation. Backup replacement equipment and/or components should be available to minimize the out-of-service time of a machine.
5. Repairs on Beverage fountain and Beverage and Snack vending equipment owned and supplied by Bottler under the terms of this Agreement shall be performed by Bottler at its sole cost and expense under normal conditions within two (2) hours of its notice that such equipment is malfunctioning. Non-emergency equipment repair notification received by Bottler late in the business day may be responded to the next business day in the morning following the notification to Bottler, and repairs requiring parts shall be repaired when the parts become available. In conjunction with the provisions contained herein, Bottler maintains for its customers, including the District, access to an "on call" after hours evening and weekend technical and product support paging system.
6. Bottler shall provide the District with a list of all equipment placed on District Property which shall include, but not be limited to, the type of machine, serial #, model #, and location.

D. Marketing

1. All artwork and logo sheets to be used in any advertisements, signage and press releases promoting the brands are subject to prior mutual approval of Bottler and District, with neither party unreasonably withholding such approval.

VI. DISTRICT SHALL PROVIDE BOTTLER WITH THE FOLLOWING:

- A. Bottler shall be recognized as the "Official Soft Drink Provider" for any District sponsored events.
- B. Name Bottler as "Park Partner" for term of Agreement
- C. District shall provide utilities for vending machines.
- D. Grant Bottler the right to sell or give away promotional merchandise in connection with advertising and or promoting as mutually agreed upon by District and Bottler.

VII. TERMINATION:

- A. If the Bottler defaults in its agreement to provide personnel or equipment to the District's satisfaction, or in any other way fails to provide service in accordance with the Agreement terms, the District shall promptly notify in writing the Bottler of such default and if adequate correction is not made within seven (7) working days, the District may take whatever action it deems necessary to provide alternate services and may, with Park Board of Commissioners approval, terminate with forty-two (42) days written notice of cancellation. Cancellations shall not release the Bottler from its obligation to provide goods or services per the terms of the Agreement during the notification period.

- B. District shall have the right to terminate this Agreement if any of the following events shall occur by delivery of not less than seven (7) days written notice to Bottler:
1. Bottler shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("bankruptcy law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any bankruptcy law, which petition does not discharge within thirty days, or (5) shall apply for or permit the appointment of a receiver or trustee for its assets. If terminated for reasons specified in this paragraph, the District shall not be required to refund any portion of the License Fee paid to the District.
- C. In the event of termination, District shall be paid for all Commissions earned while machines are in operation. District shall consult with Bottler before any termination provided herein. In the event District terminates this Agreement for cause, the District shall retain all License fees paid to date of such termination and reimburse Bottler a prorated amount of any new scoreboards minus installation and maintenance cost.

VIII. PRICING

- A. It has been agreed between the parties that the suggested minimum per selection for the carbonated soft drink Beverages provided by Bottler through vending machines maintained by Bottler on District Property shall be \$1.00/\$1.50 12oz/20oz \$1.25 for chips \$1.25 for candy and pastries at all other sites and facilities for the first year of the contract. Any increase in pricing after the first year of the Agreement shall be mutually agreed upon by both parties.

Both parties agree that District staff shall determine vending pricing for the carbonated soft drink Beverages in the machines located in the Bresnan Center Break Room which is for staff use only. Pricing for the first year of the contract shall be \$0.50/\$1.00, 12 oz. can/20 oz bottle. Both parties agree that Bottler shall not be required to pay a Commission on the Beverage machines located in the Bresnan Center break room.

- B. Bottler shall be entitled to annually increase its wholesale pricing on all Beverage products sold or distributed to the District. Price increases shall be made and effective at the anniversary date of this Agreement, and shall be based upon the previous 12 months increase in the Consumer Price Index – all urban consumers – U.S. City average – all items as published by the U.S. Department of Labor. Initial wholesale pricing for all Beverage products supplied by Bottler is attached as Exhibit "A."

IX. MODIFICATION

Any modifications to this Agreement shall be agreed upon by both parties and reduced to writing and signed by authorized representative from parties and their legally authorized officials.

X. DEFAULT

- A. In the event the District fails to comply with any or all of the obligations, covenants, warranties or terms required of it by this Agreement and such default is not cured or in the process of being cured within fifteen (15) days after written notice from the Bottler, then the Bottler may terminate this Agreement. In the event Bottler terminates this Agreement for such failure; the District shall repay Bottler a prorated amount of the License Fee. The amount shall be calculated on a daily basis. Any existing scoreboards that have been installed on District Property prior to the signing of this Agreement will immediately become

Property of the District. All products already donated will remain the Property of the District. Repayment of the prorated License Fee shall be the sole remedy of Bottler.

- B. In the event Bottler fails to comply with any or all of the obligations, covenants, warranties or terms required of it by this Agreement and such default is not cured or in the process of being cured within fifteen (15) days after written notice from the District, then the District may terminate this Agreement. In the event District terminates this Agreement for such failure, the District shall retain all License Fees paid to date of such default. Any existing scoreboards that have been installed on District Property will immediately become Property of the District. All products already donated will remain the Property of the District.

XI. MISCELLANEOUS:

- A. This Agreement and its attachments, if any, represent the entire Agreement between the parties and incorporate any previous written and oral communications between the parties. This Agreement may be amended, modified or waived only in writing by each of the parties.
- B. This Agreement shall not be assigned by either party without the express written consent of both parties.
- C. This Agreement shall be construed by the laws of the State of Illinois and the parties hereto voluntarily subject themselves to the Champaign County Circuit Court as proper venue for resolution of any dispute arising out of the performance or lack thereof, by either party to this Agreement.
- D. Bottler affirms that it provides equal opportunity in employment and will not engage in any unlawful discrimination in its operation or maintenance of equipment on District Property.
- E. Bottler shall be responsible for obtaining all required permits, licenses and bondings to comply with all applicable local, state, and federal laws, statutes, ordinances and regulations that are applicable to the performance of this contract and the specifications herein and shall be responsible for payment of all applicable taxes, including but not limited to sales and beverage taxes.
- F. District records relating to this Agreement and all financial information relating to its operation shall be governed by the Freedom of Information Act.

XII. RISK AND INDEMNIFICATION:

- A. The Bottler shall indemnify and hold harmless the District and any of its commissioners, officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal expenses (attorneys' and paralegals' fees and court costs), arising out of or resulting from the Bottler's activities, 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 Bottler, 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. Bottler shall similarly protect, indemnify and hold and save harmless the District, its commissioners, 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 Bottler's breach of any of its obligations under, or Bottler's default of, any provision of the Agreement.

- B. The District shall indemnify and hold harmless the Bottler and any of its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal expenses (attorneys' and paralegals' fees and court costs), arising out of or resulting from the District's activities, 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 District, 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. District shall similarly protect, indemnify and hold and save harmless the Bottler, 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 District's breach of any of its obligations under, or District's default of, any provision of the Agreement.

XIII. INSURANCE

- A. Bottler shall secure, maintain and keep in force, at Bottler's expense liability insurance protecting District from liability claims with such coverage in such amounts as District deems appropriate, but in no event less than \$1,000,000 aggregate limit, and shall cause District to be named as an additional insured on such liability insurance. Bottler shall secure, maintain and keep in force, at Bottler's expense, general liability, product liability and property damage insurance, or self-insurance approved by the District, for liabilities, claims or causes of action arising out of Bottler's activities and products under this agreement. Any and all insurance policies or self-insurance programs, shall name the District as an additional insured and shall be from a company or self-insurance program approved by the District, said policies or programs with aggregate limits of not less than 2 million dollars. Said policies or insurance and/or self-insurance program shall be considered as providing primary coverage for all acts or omissions committed by either party pursuant to this Agreement.

Evidence of current insurance coverage shall be provided in the form of a certificate (naming the District, its commissioners, officers, officials, employees, volunteers, and agents, as additional insured), which shall be submitted not later than ten (10) days after signing of Agreement. Each policy of insurance shall contain an endorsement as follows: "It is understood that Bottler's Insurance Company shall notify in writing, District, thirty (30) days in advance of the effective day of any reduction in benefits or cancellation of this policy."

- C. Bottler shall bear full responsibility for all risk of loss from equipment damage, and money or product loss resulting from vandalism or theft. Bottler shall not in any manner penalize the District for any such losses.

XIV. BILLING AND AUDITS

- A. Bottler shall provide financial statements, on a quarterly basis, including unit sales reports by sale item, including without limitation, vending location, athletic events, special events, and payments pertaining to the operation of the vending services on full serviced machines to the Director of Finance.
- B. Commission checks shall be paid quarterly, due by the end of the following month.
- C. Bottler agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment or until audited by the District, whichever is sooner. Bottler shall make all records accessible and available for inspection and/or audit by

District staff, its authorized agents, and/or State auditors, at reasonable times during this period.

XV. INVOICING REQUIREMENTS

- A. Bottler pricing shall appear on each invoice. Bottler shall be responsible for assuring that the District receives proper and consistent pricing.
- B. District shall pay Bottler for products purchased within thirty (30) days from receipt of invoice in accordance with the Local Prompt Payment Act (50 ILCS 505/1, et. seq.) as long as statements are received by the first Friday of the month.

XVI. FORCE MAJUERE

This Agreement is made and entered into contingent upon strikes, fires, accidents, acts of transportation companies, or subcontractors, acts of God or any other causes beyond the control of the parties. The parties shall not incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor relations impediment, strike, accident, energy failure, equipment breakdown, delays of supplies or carriers, actions of government or civil authorities which are beyond its control. In such event, the parties shall mutually agree upon a new date for performance of this Agreement. In such event, the parties shall not be deemed in breach of this Agreement or any of the terms hereof and the parties shall not be entitled to receive damages of any kind or character whatsoever.

XVII. INDEPENDENT CONTRACTORS

Notwithstanding any other provision of this Agreement, the relationship between the District and Bottler is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the parties. No party shall have the right to enter into contracts or assume any obligation on the behalf of another party or make any warranties or representations on behalf of another party except as specifically provided herein. Neither party's employees shall be entitled to any salary or other compensation from the other, or to any employee benefits provided by such other party.

XVIII. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain effect.

XIX. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that, except that as otherwise provided herein, there are no commitments, agreements or understanding, concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

XX. RIGHT AND AUTHORITY TO ENTER INTO AGREEMENT

District represents and warrants that is has the right and authority to enter into this agreement and to grant and convey Bottler the terms and conditions contained herein, and that this Agreement does not violate any of the terms, covenants or conditions of any express, implied, oral or written Agreement that the District may presently be a party to. The

signature below of the District's Executive Director indicates the District's approval of this Agreement and authorization to enter into this Agreement.

XXI. NOTICE

Except as otherwise specifically indicated herein, all notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective party via certified mail, return receipt requested with an additional copy sent via U.S. first class mail at the address set forth below, or to such other place or address as the Parties shall provide to each other in writing.

CHAMPAIGN PARK DISTRICT
Attention: Executive Director
706 Kenwood Road
Champaign, IL 61821

PEPSI-COLA C-U BOTTLING COMPANY
Attention: General Manager
1306 Anthony Drive
Champaign, IL 61820

PEPSI-COLA C-U BOTTLING COMPANY

CHAMPAIGN PARK DISTRICT

By: _____
Michael Comet, President & CEO

By: _____
Joe Deluce, Executive Director

ATTEST:

By: _____
Jarrod Scheunemann, Board Secretary

EXHIBIT "A"

2022-2023 PRODUCT PRICING

| | | Effective Date: May 1, 2022 | | |
|-------------------------------|------------------------------------|-----------------------------|----|------------|
| Pricing Recipient Description | Product Description | | \$ | Case Price |
| CHAMPAIGN PARK DIST | 12OZ CN 12/2FM CSD | | | 15.46 |
| CHAMPAIGN PARK DIST | 20OZ PL 24L CSD | | | 33.47 |
| CHAMPAIGN PARK DIST | DR PEPPER/DT DR PEPPER 20OZ PL 24L | | | 42.20 |
| CHAMPAIGN PARK DIST | 12OZ PL 8/3 CSD | | | 16.80 |
| CHAMPAIGN PARK DIST | AQUAFINA 16.9OZ PL 24/1 | | | 6.31 |
| CHAMPAIGN PARK DIST | AQUAFINA 20OZ PL 24L | | | 33.47 |
| CHAMPAIGN PARK DIST | KLARBRUNN 20OZ PL 24L | | | 33.47 |
| CHAMPAIGN PARK DIST | KLARBRUNN 16.9OZ PL 24/1 | | | 9.20 |
| CHAMPAIGN PARK DIST | SOBE 20OZ PL 12/1 | | | 24.13 |
| CHAMPAIGN PARK DIST | LIFEWATER FLAVORS 20OZ PL 12/1 | | | 18.00 |
| CHAMPAIGN PARK DIST | LIFE WTR 20OZ PL 24L | | | 34.07 |
| CHAMPAIGN PARK DIST | DOLE/OS 15.2OZ PL 12/1 | | | 19.44 |
| CHAMPAIGN PARK DIST | SB C&C 11OZ GL 12/1 | | | 32.08 |
| CHAMPAIGN PARK DIST | FRAP 13.7OZ GL 12/1 | | | 32.08 |
| CHAMPAIGN PARK DIST | FRAP 9.5OZ GL 4/6 | | | 42.93 |
| CHAMPAIGN PARK DIST | GATORADE 12OZ PL 4/6 | | | 19.91 |
| CHAMPAIGN PARK DIST | GATORADE 20OZ PL 24/1 | | | 34.29 |
| CHAMPAIGN PARK DIST | PROPEL 20OZ PL 12/1 | | | 17.49 |
| CHAMPAIGN PARK DIST | LIPTON 20OZ PL 24L | | | 33.47 |
| CHAMPAIGN PARK DIST | LIPTON PURELEAF 16.9OZ PL 6/2 | | | 19.10 |
| CHAMPAIGN PARK DIST | 12OZ PAPER CUP 2000CT | | | 117.59 |
| CHAMPAIGN PARK DIST | 16OZ PAPER CUP 1200CT DMR-16 | | | 91.85 |
| CHAMPAIGN PARK DIST | 22OZ PAPER CUP 1200CT DMR-22 | | | 96.59 |
| CHAMPAIGN PARK DIST | 32OZ PAPER CUP 480CT DMR-32 | | | 82.59 |
| CHAMPAIGN PARK DIST | 12/16/22OZ LID 2400CT-LCRS-22 | | | 72.31 |
| CHAMPAIGN PARK DIST | CO2 TANK 20LB | | | 27.33 |
| CHAMPAIGN PARK DIST | BIB syrup 5 Gallon box | | | 93.46 |
| CHAMPAIGN PARK DIST | BIB syrup 3 Gallon box | | | 57.97 |

**EXHIBIT
"B"**

| Location of equipment Effective Date: May 1, 2022 | | | | |
|---|--|--------------|---------------|---------------------------|
| Machine Type | | Model Number | Serial Number | Location |
| BEVERAGE-CAN MACHINE | | RV 350 | 4531181 | CHAMP PK DIST-DOUGLASS-FS |
| BEVERAGE-BOTTLE MACH | | RV 650 | 146201003 | CHAMP PK DIST-DOUGLASS-NR |
| SNACK VENDOR | | SN 167 | 167050592 | CHAMP PK DIST-DOUGLASS-SN |
| BREWER | | 33200101 | VPR0654691 | CHAMP PK DIST-HAYS CTR-CO |
| SCOREBOARD | | LGTD SCORE | LGTD SCORE10 | CHAMP PK DIST-LEONHARD CT |
| SCOREBOARD | | LGTD SCORE | LGTD SCORE11 | CHAMP PK DIST-LEONHARD CT |
| BEVERAGE-BOTTLE MACH | | RV 650 | 200319FA00015 | CHAMP PK DIST-LEONHARD-NR |
| FOUNTAIN UNIT | | CB 2323 | 63H0229KD023 | CHAMP PK DIST-SHOLEM POOL |
| FOUNTAIN UNIT | | CB 2323 | 63S0526KD430 | CHAMP PK DIST-SHOLEM POOL |
| BEVERAGE-CAN MACHINE | | DNCB276 | 20652894BK | CHAMP PK DIST-SPRINGER-FS |
| BEVERAGE-CAN MACHINE | | RV 350 | 13830043 | CHAMP PK DIST-SPRINGER-FS |
| SNACK VENDOR | | SN 167 | 167050589 | CHAMP PK DIST-SPRINGER-SN |
| BEVERAGE-BOTTLE MACH | | RV 650 | 160900044 | CHAMP PK DIST-TENNIS-NR |
| SNACK VENDOR | | SN 167 | 167065281 | CHAMP PK DIST-TENNIS-SN |
| COOLER | | GDM 10 | 6970310 | CHAMP PK DIST-VIRGINIA TH |
| FOUNTAIN UNIT | | CB 2323 | 74J1045KD020 | CHAMP PK DIST-VIRGINIA TH |
| FOUNTAIN UNIT | | CB 2323 | 74J1045KD023 | CHAMP PK DIST-VIRGINIA TH |
| COOLER | | GCG9N334B | 6.1118E+12 | CHAMP PK DIST-VIRGINIA TH |
| SCOREBOARD | | LGTD SCORE | LGTD SCORE12 | CHAMP PK DIST-ZAHND PARK |
| SCOREBOARD | | LGTD SCORE | LGTD SCORE13 | CHAMP PK DIST-ZAHND PARK |
| BREWER | | BREWER | STF0044061 | CHAMP PK DIST-ZAHND PARK |
| COOLER | | GDM 33 | 14586449 | CHAMP PK DIST-ZAHND PARK |
| SNACK VENDOR | | SN 167D | 167015131 | CHAMP PK DIST-ZAHND-SN |