

**POLICE COMMITTEE  
RESCHEDULED MEETING  
AGENDA  
July 15, 2013  
6:00 P.M.  
City Hall Council Chambers  
1702 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes – February 6, 2013 and June 17, 2013
4. Andy Frain Agreement – Crossing Guard Service
5. DuPage County Metropolitan Enforcement Group (DUMEG) – FY2014 Annual Contribution
6. Department Report – Verbal
7. Next Meeting Date, Monday, August 19, 2013 at 6:00 p.m.
8. Adjournment

**DRAFT PENDING COMMITTEE APPROVAL  
POLICE COMMITTEE  
MEETING MINUTES  
February 6, 2013**

**Call to Order**

Chairman McIvor called the meeting to order at 6:00 p.m. in the Council Chambers of the Darien City Hall. In attendance: Chairman McIvor, Alderman Poteraske and Alderman Seifert, Chief Brown, Deputy Chief John Cooper, Administrator Vana.

**Public Comment and Communications**

There were no public comment or communications presented.

**Minutes**

The minutes of the December 6, 2012, Police Committee meeting were unanimously approved.

**Surplus Property**

Staff requested the following equipment be declared surplus and prepared for sale: 2006 Ford 500, VIN #1FAFP27116G187724, mileage 112,428, Two (2) Kodak Easy Share M340 cameras, HP Color Laser Jet 4600dn color printer, Schwinn Air-Dyne Exercise Bike, miscellaneous clothing from evidence, I-Pod Shuffle from evidence, and a Dewalt Tool w/battery from evidence to be sold at auction. The Police Committee unanimously recommended approval of an ordinance declaring the items surplus property and that the property to be auctioned using Public Surplus or be disposed of.

**Ammunition Purchase**

Staff advised the FYE2013 Budget includes the purchase of ammunition for the police department. The price of ammunition has been on a steady increase. Chief Brown suggested purchasing ammunition with the Downers Grove Police Department to save some cost based on volume. Downers Grove completed a bid process and awarded the bid to Kiesler's who had the best price. The savings came out to \$2368.00 for Darien by purchasing (43) cases of ammunition at a cost of \$12,489.00 with Downers Grove. The Police Committee unanimously recommended approval of purchase.

**Crime Mapping Software**

Staff advised that during our research on crime mapping software we were approached by two companies that provide crime mapping software. Crime Reports was already in use by Villa Park P.D. and they are satisfied with the product. Additionally, Crime Reports does interface with DuComm software which is critical to our use of the product. The second company, BLAIR Analytics, was less well known, but did offer a pricing structure that was slightly more competitive. Based upon the competitive pricing we tested BLAIR for approximately three months. During that time there was a series of glitches in getting the data from DuComm to BLAIR, through no fault of DuComm. We then determined not to recommend BLAIR since their product experienced great difficulty interfacing with the software at DuComm. BLAIR committed to fix the glitches and offered us one free year of service. Staff advised that we confirmed the glitches were worked out and will be accepting the free year.

**Laser Shot-Firearms Training**

Staff advised as part of the FYE 14 budget, the police department is requesting to purchase a Laser Shot machine which is a firearms simulator specifically designed to provide judgment based shoot/don't shoot scenarios using a video library of scenarios that the firearms instructor can manipulate. This type of product, when combined with traditional live fire exercises, conforms to modern day firearms training practices. The plan is to eliminate two of the live fire practice sessions and replace them with sessions involving the judgment based training, using the simulator. The elimination of the two practice sessions will result in a cost savings for live ammunition and it is anticipated that the savings should pay for the machine (system) itself within the first three to three and one half years. This was informational only to review prior to budget meetings.

**School Engagement Program Update**

Chief advised that we continued meetings with the schools regarding future police and school interaction program. The meetings concluded with a consensus from the group as to the current development of the changes. The Chief reiterated the process for the 3 officers per shift to serve as engagement officers, the BOTVIN training program, and the importance of including parents in the meetings.

**Department Report**

Staff provided an overview on the monthly report that was distributed in the packet.

**Adjournment**

The Committee Meeting was adjourned at 7:17 p.m.

Approved: \_\_\_\_\_  
Date

Alderman: \_\_\_\_\_  
Joseph Kenny

Chairman: \_\_\_\_\_  
Sylvia McIvor

Alderman: \_\_\_\_\_  
Thomas Belczak

**POLICE COMMITTEE  
MEETING MINUTES  
June 17, 2013**

**Call to Order**

Chairman McIvor called the meeting to order at 6:00 p.m. in the Council Chambers of the Darien City Hall. In attendance: Chairman McIvor, Alderman Kenny and Alderman Belczak, Chief Brown, Deputy Chief John Cooper, Administrator Vana.

**Public Comment and Communications**

There were no public comment or communications presented.

**Minutes**

The minutes of the February 6, 2013, Police Committee meeting were distributed for approval. The committee decided to include the minutes on the next committee agenda for approval since they were distributed at the meeting and there were 2 new committee members. Administrator Vana advised the minutes would be posted on our web site and marked DRAFT.

**Surplus Property**

Staff requested the following equipment be declared surplus and prepared for sale: One Xerox Phaser Color printer and cartridges to be sold at auction. The Police Committee unanimously recommended approval of an ordinance declaring the item surplus property and that the property to be auctioned using Public Surplus or be disposed of.

**Laser Shot Purchase**

This item was removed from the agenda. Staff advised that they are looking at a grant to purchase an alternative model. This item will be placed on the police committee agenda upon further review by staff.

**Andy Frain Agreement – Crossing Guard Services**

Staff advised that currently the city employs (3) part-time school crossing employees to staff (2) locations for District 61–

- (2) Crossing guards at 75<sup>th</sup> St and Cass Av.
- (1) Crossing guard at 75<sup>th</sup> and Adams.

The police department budget includes \$24,000 for this expense. Staff became aware that other communities have contracted with Andy Fran Services to handle crossing guard duties. When a guard calls in sick or is on vacation the police department ends up using the CSO or Sworn Officers to staff these crossings. Andy Frain would deal with all aspects of the Crossing Guards. This includes hiring, firing, training, insurance, payroll, equipping and filling in for guards that call in sick. They also have supervisors checking on the guards to make sure they are following the rules. Westmont and Bolingbrook along with several other municipalities are now using Andy Frain Services. The city would be billed hourly based on the number of hours needed per day plus 1 hour for supervision. We estimate that Andy Fran they would provide crossing guard services at our locations for just under \$20,590 a year. The committee unanimously agreed to move forward with Andy Frain. Staff will review the contract with the police committee at its July meeting.

**Department Report**

Staff advised that a variety of monthly reports have been provided to the police committee previously. Staff is reviewing the report format and will present the written report when finalized. Chief will continue to provide a verbal report and answer questions of the committee.

**Adjournment**

The Committee Meeting was adjourned at 6:58 p.m.

Approved: \_\_\_\_\_  
Date

Alderman: \_\_\_\_\_  
Joseph Kenny

Chairman: \_\_\_\_\_  
Sylvia McIvor

Alderman: \_\_\_\_\_  
Thomas Belczak

**AGENDA MEMO**  
**Police Committee**  
**June 17, 2013**

**ISSUE STATEMENT**

Approval of a contract with Andy Frain Services for District 61 Crossing Guard Services for the 13/14 school year in the amount of \$20,590.

**BACKGROUND/HISTORY**

Currently the city employs (3) part-time school crossing employees to staff (2) locations for District 61–

- (2) Crossing guards at 75<sup>th</sup> St and Cass Av.
- (1) Crossing guard at 75<sup>th</sup> and Adams.

The police department budget includes \$24,000 for this expense.

Staff became aware that some communities have contracted with Andy Fran Services to handle crossing guard duties. When a guard calls in sick or is on vacation the police department ends up using the CSO or Sworn Officers to staff these crossings. Andy Frain would deal with all aspects of the Crossing Guards. This includes hiring, firing, training, insurance, payroll, equipping and filling in for guards that call in sick. They also have supervisors checking on the guards to make sure they are following the rules. Westmont and Bolingbrook along with several other municipalities are now using Andy Frain Services.

***BOLINGBROOK** - Deputy Chief Ross advises it saves time for the department in dealing with employee issues and staffing corners when guards are out sick or on vacation. He also mentioned the cost of worker's comp insurance to the village.*

***WESTMONT** – Deputy Chief Jim Gunther said they see a savings from the liability and workers comp standpoint because the crossing guards are Andy Frain employees. Many of their former guards now work for Andy Frain.*

The city would be billed hourly based on the number of hours needed per day plus 1 hour for supervision. We estimate that Andy Fran they would provide crossing guard services at our locations for just under \$20,590 a year. The attached spreadsheet shows the cost details. The draft agreement will be forwarded to staff prior to council consideration. The agreement will be is substantially the same form as it was when the city considered this previously.

**STAFF/COMMITTEE RECOMMENDATION**

The Staff recommends approval of Andy Frain Services to provide crossing guard services.

**ALTERNATE CONSIDERATION**

The alternate consideration is leaving the crossing guard program under the direction of the police department and city.

**DECISION MODE**

It will be placed on the July 15, 2013, City Council Agenda for approval.

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## **SERVICE AGREEMENT**

This Agreement ("Agreement") is entered into as of August 1, 2013, by and between Andy Frain Services, Inc., an Illinois corporation with its principal offices located at 761 Shoreline Drive, Aurora, IL 60504 ("Contractor"), and City of Darien, 1710 Plainfield Road, Darien, Illinois, 60561 ("Client") (collectively, the "Parties").

### **UNDERSTANDINGS**

1. Client represents that it ~~is responsible will for providing~~ the school crossing guard services, ~~through its Contractor,~~ at identified streets in the vicinity of the School District commonly known as District 61 in the City of Darien and the State of IL ("Property"), as more fully described in the Location of Services identified in Exhibit A to this Agreement;
2. Contractor is in the business of supplying uniformed guard, security and event services and personnel and is willing to furnish such services and personnel to Client with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Client desires Contractor to furnish certain service personnel for the purpose of performing certain security and special event services at the Property, as further described below;

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

### **AGREEMENT**

**Section 1. *Employment.*** Client hereby employs and hires Contractor to provide certain services at the Property, and Contractor agrees to perform such services pursuant to the terms and conditions of this Agreement.

**Section 2. *Nature of Services.*** Contractor shall furnish all services (including, without limitation, providing personnel ("Service Personnel") as requested by Client to maintain "Security Services" and "Crossing Guards" at the Property in accordance with the term and conditions of this Agreement (collectively known hereinafter as the "Services" unless specifically identified otherwise). The Schedule of Services, and the Scope of Services requested by Client and which Contractor agrees to furnish pursuant to this Agreement, including the Service Personnel requested for such Services, are more fully described in the Schedule of Services and Rates and the Scope of Services which are attached hereto and incorporated herein by reference as Exhibit A and Exhibit B, respectively.

The Contractor's Service Personnel shall be assigned to specific posts and shall be provided post orders ("Post Orders") by Client. Details relating to the Services to be provided, including dates, number of personnel, hours and locations for service shall be included in the Post Orders. Client reserves the right to reassign as needed any Service Personnel to other functions and posts as the Client may deem necessary.

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If at any time Contractor believes that personnel or services in excess of those expressly requested by Client and described in this Agreement are necessary to properly furnish Services at the Property, Contractor may so inform Client. However, the Parties agree that Contractor's responsibility is solely limited to providing Services, and that Contractor has not been engaged by Client as a consultant or otherwise to provide advice or an assessment of security or event staffing needs at the Property, except as otherwise specifically identified herein. Contractor shall not be responsible for any decisions or security assessments made by Client or anyone else, including pertaining to the sufficiency and placement of the staffing.

**Section 3. *General Duties and Obligations of Contractor.*** Contractor agrees as follows:

(a) Contractor agrees to furnish the Service Personnel and perform the Services requested by Client, as described in this Agreement. The Parties agree that any change in the Scope of Services contemplated by this Agreement, including any modification, supplementation or reduction in Services, shall be made by a request in writing by Client and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Client and Contractor.

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

(c) Contractor shall provide each Service Personnel with a proper uniform and any such equipment, as it shall, with the approval of Client, deem necessary or appropriate.

(d) Contractor agrees that the Services furnished under this Agreement shall be in conformity with practices which are generally current in the security and event services industries.

(e) Contractor shall comply with all applicable local, State and Federal laws, rules and regulations which govern the Services provided in this Agreement. Contractor shall apply for and endeavor to obtain any such licenses and permits which may be required by any governmental authority for the performance of the contracted Services.

(f) The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

**Section 4. *General Duties and Responsibilities of Client.*** Client agrees as follows:

(a) Client shall pay Contractor for the Services provided by Contractor at the rates provided herein and shall make such payment pursuant to the terms and conditions contained in this Agreement.

(b) Client shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of personnel staffing requested under this Agreement.

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

(d) Client shall provide Contractor with information pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property, including information necessary to train those Service Personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems for the Property.

(e) Client shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

~~Section 5. *DELETED Specific or Additional Terms, Conditions and Obligations.* The Parties agree that Contractor shall furnish the Services, subject to the specific or additional terms, conditions and obligations contained in Exhibit C, which document is attached hereto and incorporated by reference herein. In the event there is a discrepancy between this Agreement and its Exhibit C, the terms and conditions of this Agreement shall control.~~

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**Section 6. *Fees, Invoices, Payment.***

(a) **Rates.** Client shall pay Contractor for the Services at the rates set forth in Exhibit A.

(b) **Invoices.** Contractor shall invoice Client for Services performed under this Agreement. Invoices shall be sent to Client at Client's location identified in Exhibit A.

(c) **Payment.** Client agrees to remit payment to Contractor according to the rate schedule, Exhibit A (attached). Any objection, dispute or claim regarding the amount of an invoice or the underlying services rendered must be sent in writing by the Client to Contractor with thirty (30) days from the invoice date, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, or it shall for all purposes be deemed waived by the Client. Client agrees to pay a late fee of 1-1/2% per month (or any part thereof) plus all collection and attorney's fees and costs which may be incurred by Contractor in the attempted collection or collection of any invoice(s) not paid pursuant to the terms of this Agreement. For purposes of this paragraph, time is of the essence.

(d) **Records.** Upon request, Contractor shall furnish Client with copies of completed daily timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain detail sufficient to indicate the Property where and when such Services were performed.

(e) **Rate Change.** Hourly rates as stated herein are subject to adjustment for changes in any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Client refuses to accept such increase, Contractor may cancel this agreement upon thirty (30) days prior written notice.

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**Section 7. Service Personnel.**

(a) **Independent Contractor.** All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Client. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as employer of the Service Personnel.

(b) **Supervision.** Contractor shall at all times be responsible for the direct supervision of its employees through the Manager or Supervisor assigned to and responsible for managing Contractor's Services at the Property. Each Manager or Supervisor shall, in turn, report and confer with the designated representative of Client at the Property with respect to the Services performed under this Agreement. Such reporting and conferring shall be as frequently as mutually agreed by the Parties hereto from time to time.

Client may, if desired and agreed to by Contractor, have supervision or control over any of Contractor's employees and any requested change in procedure shall be transmitted in writing by Client to Contractor's local manager. If Client alters any instructions or directions given by Contractor to the Service Personnel or if Client assumes any supervision of the Service Personnel, Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to the actions or omissions to such Service Personnel.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be responsible for providing an assessment of security or staffing needs at Client's Property and shall not be responsible for determining the number, sufficiency or assigned location of Service Personnel assigned to the Property.

(c) **Background Checks.** Contractor represents that Contractor has performed and will continue to perform background checks in accordance with the Contractor's Standard Security Program, as in effect from time to time. Original background checks will include criminal and motor vehicle histories.

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

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

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Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Client its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies. Such insurance shall be provided to Additional Insureds on a primary and non-contributory basis.

To the maximum extent permitted by applicable law and the insurance policy maintained, Contractor agrees to waive Contractor's and Contractor's insurers rights of subrogation.

Prior to commencing the Services, Contractor shall furnish a certificate of insurance evidencing compliance with the foregoing provisions of this Section and providing that such insurance policies will not be changed or canceled during their respective terms without at least thirty (30) days prior notice by registered or certified mail to Client.

**Section 9. Indemnification.** Contractor shall indemnify Client from and against claims, damages, losses, liabilities and judgments that Client may sustain by reason of a) damage to property within the sole and exclusive custody or control of Contractor, or b) injury to or death of a person, or c) for any losses or damages sustained by Client from false arrest, false imprisonment, searches or malicious prosecution, libel, slander, defamation of character, violation of right or privacy, assault or battery, provided that such claims, damages, losses, liabilities or judgments are caused solely by: the direct negligent acts of Contractor or Contractor's employees while engaged in the performance or non-performance of Services under this Agreement, and subject to the provisions set forth herein.

Contractor shall not indemnify or be required to indemnify Client from or against any damages, judgments, losses, liabilities or claims (i) caused by the acts, direction, instructions, or omissions or negligence or contributory negligence of Client or as a result of conduct, action or inaction by or within the control of Client, its directors, officers, members, partners, licensees, invitees, representatives, agents, or employees, or (ii) caused by or resulting from the unlawful or negligent actions or omissions of third parties or (iii) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Client for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall while on or near the premises of Client. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Client.

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

**Section 10. Term, Termination.** This Agreement shall commence on Effective Date, and shall continue until July 31, 2014, subject to the right of either party to terminate this Agreement for any reason upon thirty (30) days written notice.

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**Section 11. Contractor's Employees.** During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, Client shall not solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

**Section 12. Suspension of Service.** In the event that Client's operations at the Property are halted or substantially decreased by reason of strike, labor dispute, picketing, acts of God, or other cause beyond the control of the Client, then those portions of this Agreement concerning Services to be provided at the affected Property shall, upon twenty-four (24) hours written notice from Client to Contractor, be suspended until further written notice by Client to Contractor.

**Section 13. Default.** Each party may terminate this Agreement immediately if any of the following events shall occur: (a) default by the other party in the performance of the terms and conditions of this Agreement, including but not limited to Client's failure to timely make payments required hereunder when due, which default continues for five (5) days or more after written notice from the other party; (b) if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; (c) if such party makes an assignment for the benefit of creditors; or (d) if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

**Section 14. Notices.** All notices with respect to or required by this Agreement shall be deemed sufficient if deposited with the United States mail, certified or registered, with adequate postage affixed and properly addressed to the respective party at the address(es) identified in the attached Exhibit A, or at such addresses may be amended by written notice so mailed. Notices to Contractor shall be mailed to both Contractor's corporate and local office addresses, as indicated in this Agreement.

**Section 15. Assignment.** This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party provided, however, that so long as a party is not in default under this Agreement, that party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**Section 16. Entire Agreement, Amendments.** This Agreement and the items incorporated herein constitutes the entire understanding and agreement of the Parties with respect to matters contained herein and supersedes all prior agreements or understandings, if any, between the Parties related to the matters contained herein. Neither Party has relied on any, and there are no, oral or parol agreements, promises, representations or inducements not contained in this Agreement. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by an agreement in writing signed by each of the Parties hereto.

**Section 17. Severability.** If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the

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person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Section 19. Jurisdiction.** Any lawsuit or other action with respect to or to enforce the terms of this Agreement, including any lawsuit pertaining to the validity of this Agreement and the Services rendered hereunder, shall be filed and maintained in State of Illinois.

<b>City of Darien</b>	<b>Andy Frain Services, Inc.</b>
By: _____	By: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

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**EXHIBIT A – SCHEDULE OF SERVICES AND RATES**

This Exhibit A is attached to, made part of and incorporated by reference into the Service Agreement (the "Agreement") made by and between Andy Frain Services, Inc. ("Contractor") and City of Darien ("Client") dated August 1, 2013 and this Exhibit A identifies the rates, locations and services which are to be provided in accordance with the Agreement, as follows:

CLIENT NAME AND CONTACT PERSON: City of Darien, Deputy Chief John Cooper

ADDRESS: 1710 Plainfield Road, Darien, IL 60561

STARTING DATE: August 1, 2013

CLIENT ADDRESS FOR INVOICE: 1710 Plainfield Road, Darien, IL 60561

LOCATION OF SERVICES: Specified Streets in the City of Darien

SPECIAL INSTRUCTIONS:

THE PARTIES AGREE THAT CONTRACTOR SHALL PROVIDE THE SERVICE PERSONNEL AT THE RESPECTIVE RATES, AS FOLLOWS:

Crossing Guards	Regular	Overtime	Holiday	Equipment	Other
Crossing Guards	\$15.01	\$15.01	\$19.98	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Supervisor/Manager Personnel	Regular	Overtime	Holiday
Field Supervisor	\$15.01	\$15.01	\$19.98
	\$	\$	\$
	\$	\$	\$

HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, New Year's Eve, Christmas Eve

Other Holidays or Overtime specifications:

It is understood that no coverage will be needed on scheduled holidays, unless a special request is received in writing from the City of Darien to cover a special event.

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**PAYMENT SCHEDULE**

:

- I. Monthly Billing
- II. Payment Terms – Net 30 days

\* \* \* \*

THE TERMS, PROVISIONS AND SERVICES IDENTIFIED IN THIS EXHIBIT A ARE INCORPORATED BY REFERENCE IN TO THE SERVICE AGREEMENT AND ARE BINDING ON THE PARTIES TO THE SERVICE AGREEMENT.

**City of Darien**

**Andy Frain Services, Inc.**

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date:

Contract # XXXXX

**EXHIBIT B – SCOPE OF SERVICES**

This Exhibit B is attached to, made part of and incorporated by reference into the Service Agreement (the "Agreement") made by and between Andy Frain Services, Inc. ("Contractor") and City of Darien ("Client") dated August 1, 2013 and this Exhibit B identifies the Scope of Services which are to be provided by Contractor to Client in accordance with the Agreement, as follows:

1. With the D61 school start times being at 7:50, 8:20, and 8:35 – the Crossing Guards would cover their posts from 7:30 till 8:45 – 1.25 hours per CG Post  
With the school end times being at 2:25, 2:50, and 3:05 – the Crossing Guards would cover their posts from 2:20 till 3:20 – 1 hour per CG Post  
This would be a total of 2.25 hours per post – this will be the minimum for each post for the 2013/2014 school year.

The number of school days that students are in school being 176 plus 1 day training for a total of 177 days of school year support.

The invoice rate will be \$15.01 an hour.

2. Proposal provides for 2 crossing guards at 75<sup>th</sup> and Cass, 1 crossing guard at 75<sup>th</sup> and Adams, and 1 supervisor

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**Rosenthal, Murphey, Coblentz & Donahue**

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30 North LaSalle St. Suite 1624 ~Chicago, Illinois 60602  
Phone (312) 541-1070 ~ Fax (312) 541-9191  
JBM Direct Dial (312) 541-1072  
JBM e-mail: jmurphey@rmcj.com

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<b>Memorandum</b>
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Via E-Mail

**To:** Bryon Vana  
**Fr:** John B. Murphey  
**Date:** July 8, 2013  
**Re:** Andy Frain Crossing Guard Agreement

Understanding No. 1 is incorrect. The City is not responsible for the operation of S.D. 61. We should change this to state that Client is responsible for providing school crossing guard services at identified streets in the vicinity of the S.D. 61 schools.

I generally have no objections to any of the language from Section 1 through Section 7(b). With respect to Section 7(c), you may want to consider requiring Frain to provide the City with the names, driver's licenses and social security numbers of all employees assigned to S.D. 61. Given the extreme sensitivity when it comes to school matters, it may be worth our while to get the names and perform our own criminal background checks.

I have no objection to the Section 8 insurance language. I have no objection to the indemnification language.

The Section 10 provision allowing either party to terminate on 30 days notice is a good provision for the City.

The remaining Sections 11-18 are standard, and I have no objection.

Turning to Exhibit A, "Schedule of Services and Rates," it seems we should have more specificity as to the location of services (by the way, the word "streets" is misspelled in this Section), as well as the number of crossing guards.

I don't see the need to make any reference to holidays, because the schools are closed on all of the listed holidays and therefore, there is not going to be any need for their services. If anything, the agreement should specify the various school holidays and break

periods per the S.D. 61 calendar, and provide that no service will be required on those days.

Turning to Exhibit B, please confirm that S.D. 61 is agreeable to these hours. The phrase, "the amount of school days" should be changed to "the number of school days . . ." This would be a good spot to plug in the dates when services will not be needed, such as school holidays and school break times.

Turning to Exhibit C, there appears to be a little confusion here. The heading makes reference to Exhibit C, but the body of the document says "This Exhibit D is attached to . . ." In addition, there is nothing specified in terms of additional terms or obligations. Therefore, I don't believe this Exhibit is even necessary.

Please review and call. Thanks.

JBM/sml

2013/2014 Crossing Guard Pricing	
Andy Frain Financial Proposal	
All CG Team Members	
<b>Andy Frain</b>	
Guard Manpower Totals	
Darien Crossing Guards	3
Crossing Guard Supervisor	1
Total Crossing Guards	4
Crossing Guard Hours Per Day	
All Guards	6.75
Each Crossing Guard Supervisor	1
Total Crossings Per Day (All Guards)	7.75
Guard Work Time Totals	
School Days	177
Supervision & Guard Crossings/Year	1371.75
	0
Total Guard Crossings Per Year	1371.75
Crossing Guard Program Cost/Year	\$20,589.97
Program Cost Per Hour	\$15.01

2.25 per day per CG  
 CG Coverage from 7:30 AM till 8:45 AM  
 CG Covearge from 2:1!  
 School Days Per Year + 1 Training Day

Pay rate will be \$10.00

**AGENDA MEMO**  
**Police Committee**  
**July 15, 2013**

**ISSUE STATEMENT**

The Police Committee is requested to review and recommend City Council approval for the payment of annual dues for the Darien Police Department participation with the DuPage Metropolitan Enforcement Group (DUMEG).

**BACKGROUND/HISTORY**

The City, through its police department, participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680. This budgeted expense will be taken from the General Fund (01-40-4337).

**STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends that the City approve the annual dues payment for DUMEG.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not participate in the county-wide drug enforcement task force.

**DECISION MODE**

This item will be placed on the July 15, 2013, City Council Agenda for formal Council approval.



# DU PAGE METROPOLITAN

Narcotics and Dangerous Drugs

## ENFORCEMENT GROUP

March 12, 2013

Chief Ernest Brown  
Darien Police Department  
1710 Plainfield Road  
Darien, IL 60561

Dear Chief Brown:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY2014 to DuPage MEG is \$17,680.00.

This figure is based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board.

Please send your contribution directly to DUMEG by July 15, 2013 so that proper budgeting for FY14 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Bloom".

Chief Bradley Bloom  
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162

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