



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Kimberly Richardson, Interim Assistant City Manager
CC: Luke Stowe, CIO/Interim Administrative Services Director
Subject: Two-Year Contract Extension with Phoenix Security
Date: January 25, 2021

Recommended Action:

Staff recommends City Council authorize the City Manager to execute the Third Addendum and two-year extension of the Service Agreement with Phoenix Security for security services at the Morton Civic Center and the City-Owned Parking Garages. The addendum provides a two-year extension at a price not to exceed \$300,000 per year. Expenses will vary depending on the continuance of closures/reopenings related to COVID-19. Civilian Security Officers will be charged at a rate of \$25.50 an hour and Retired Police Officers at a rate of \$29.50 an hour for 2021, with an increase of \$1.75 per hour for 2022.

Funding Source:

Funding will be from the City Manager's Office Service Agreements Fund (Account 100.15.1505.62509) with a FY21 budget \$106,000, and the Parking Fund - Contract Svcs/Parking Garage Church/Sherman/Maple (Accounts 505.19.7025/7036/7037.62400), with FY21 budgets of \$200,000, \$700,000 and \$300,000 respectively.

Council Action:

For Action

Summary:

City Council approved a Professional Services Agreement in December 2019 with Phoenix Security to provide security services at the Morton Civic Center. In March 2020, the Civic Center was closed due to COVID-19, and security officers were asked to not report in for duty. Once the Civic Center was reopened for essential services/employees, Phoenix Security was asked to return and handle checking-in/COVID questions/temperature checks of employees and other security operations needed. This has been very successful over the past 9 months, and staff would like to continue operations.

In addition, with the loss of revenue due to COVID-19, the agreement with SP+ for services at the City's parking garages was renegotiated in April 2020 saving the City over \$1M per year. By fall, the City decided that it was in its best interest to add security services back at Sherman Garage. Phoenix Security had shown excellent service at the Civic Center and offered pricing less than that offered by SP+ for the parking garages, so an agreement was developed for a few months of service. Depending on the openings/continued closings of buildings due to COVID-19, there may be an additional need for security at Maple Avenue or Church Street Garages. This extension would allow for the continued use of Phoenix at any three of the garages if required.

Phoenix Security is based out of Skokie and run by a retired Evanston Police Officer. Phoenix Security hires retired police officers as well as other local Evanston residents. They have been providing security to District 65 for the past 25 years.

Attachments:

[Third Addendum and Extension - Phoenix Security Extension 2021 - 2022 - With Attachments](#)

THIRD ADDENDUM AND EXTENSION TO PHOENIX SECURITY, LTD.
AGREEMENT

THIS THIRD ADDENDUM AND TWO-YEAR EXTENSION OF THE PHOENIX SECURITY AGREEMENT (this "Amendment") is made as of the _____ day of _____, 2020, by and between **THE CITY OF EVANSTON**, an Illinois municipal corporation (hereinafter referred to as "**City**") and **PHOENIX SECURITY, LTD.** (hereinafter referred to as "**Phoenix**"). The City and Phoenix shall be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the City and Phoenix entered into a Professional Services Agreement on December 17, 2019 (the "Effective Date") (the terms and conditions of which are incorporated herein as Exhibit "1") which the City of Evanston (the "Agreement"); and

WHEREAS, Section II "Completion Date" of the Agreement provides that Phoenix complete services by December 31, 2020, unless the Agreement is renewed or terminated, meaning that the Term of the Agreement is January 1, 2020 to December 31, 2020 (the "Term"); and

WHEREAS, the Term is set to expire on December 31, 2020, and the Parties seek to enter into this two-year extension of the original agreement,

WHEREAS, a Second Addendum was entered into and fully executed on October 9, 2020 amending the Agreement to include additions to the Scope of Work, and

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and the parties agree as follows:

I. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS

The Parties acknowledge and agree that this Amendment shall supercede, control and be deemed to modify the terms of the Agreement. In the event of any conflict between the terms and conditions of this Amendment and the terms of the Agreement, the parties unconditionally agree that the terms and conditions of this Amendment shall supercede, prevail and dictate. Any term or condition of the Agreement not addressed within this Amendment remain in full force and effect. The above-referenced recitals are incorporated herein.

II. TERM

Section II of the Agreement shall be amended to add the underlined language:

II. COMPLETION DATE. Consultant shall complete Services by December 31, 2020. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement. The Parties agree to extend this Completion Date until December 31, 2022.

III. PAYMENTS.

Section III of the Agreement shall be amended to add the underlined language:

III. PAYMENTS. City shall pay Consultant those fees as provided here: Payments shall be made ~~in three installments~~ monthly, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance. For 2021 and 2022, the rates are as specified in Exhibit 2 to this extension, attached hereto. Consultant shall invoice the City for hours worked. The City shall pay the invoices in accordance with the Illinois Prompt Payment Act.

IV. DESCRIPTION OF SERVICES.

Section IV of the Agreement shall be amended to add the underlined language.

IV. DESCRIPTION OF SERVICES. Consultant shall perform services (the “Services”) set forth in the Project Milestones and Deliverables, attached as Exhibit A, and the Scope of Work, attached as Exhibit B. Consultant shall also perform the duties as prescribed in the Second Addendum to the Agreement, attached hereto as Exhibit 3.

IV. COUNTERPARTS

This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however, the parties shall exchange original signature pages as reasonably promptly following execution hereof.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed the day and year first above written.

CITY OF EVANSTON,
an Illinois municipal corporation

PHOENIX SECURITY, LTD.
an Illinois corporation

By:_____

By: _____

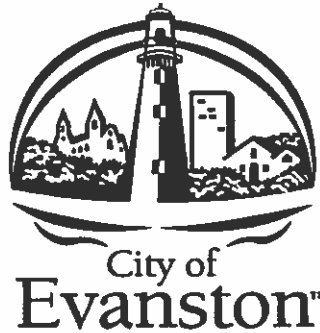
Print Name: Erika Storlie

Print Name: _____

Its: City Manager

Its: _____

EXHIBIT “1”
AGREEMENT



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

Security Service for the Morton Civic Center

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 17th day of December, 2019, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and Phoenix Security, Ltd. with offices located at 7420 Kedvale, Skokie, IL 60076 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$113,400.

I. COMMENCEMENT DATE

Consultant shall commence the Services on the date of execution listed above or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2020. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payments shall be made in three installments, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth in the Project Milestones and Deliverables attached as Exhibit A, and the Scope of Work attached as Exhibit B.

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any

subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own

expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the property of City for any data retrieved and any reports produced. . Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials and data to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse any City of Evanston specific reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or

proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation

in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$1,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000 and proof of blanket coverage of \$3,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day

extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at

any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law,

the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A. The illegality of sexual harassment;
- B. The definition of sexual harassment under State law;
- C. A description of sexual harassment utilizing examples;
- D. The Consultant's internal complaint process including penalties;
- E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act,

the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

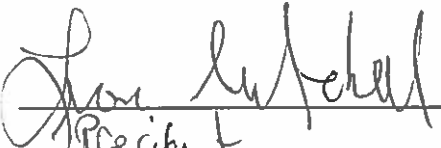
IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.


In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

By: 
Its: President
FEIN Number: 36 416 4190
Date: 12-17-19

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By: 
Its: Acting City Manager
Date: 12/26/19

APPROVED as to form:

Michelle L. Mason
Corporation Counsel

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated 12-17-19 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and Phoenix Security, Ltd., 7420 Kedvale, Skokie, IL 60076 ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

- I. COMMENCEMENT DATE: January 2, 2020
- II. COMPLETION DATE: December 31, 2020
- III. FEES: \$29.50 an hour

The cost will be approximately \$113,400 for 2 guards at \$29.50 an hour. The contract will take effect January 2, 2020. Phoenix Security should send the City invoices pay monthly. The City will then request payment to Phoenix after approval at the next possible City Council meeting.

IV. SERVICES/SCOPE OF WORK:

Scope of Work – Exhibit B
Phoenix Security Proposal – Exhibit C

Dated: 12-17-19

EXHIBIT B – Scope of Work

This is a one-year contract consistent with the terms of Phoenix Security's proposal (attached as Exhibit C) for 2 security guards. The security guards will work staggered shifts at the Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60202 during the hours of 8:00 a.m. until 5:00 p.m. and 12:00 p.m. until 8:00 p.m. Monday through Friday providing coverage during normal working hours and during night meetings that take place in the Civic Center.

One officer will be able to monitor the entrance with the most foot traffic on the first floor by the 311 desk, while the other roams the building. By offering the staggered schedule, one guard will be able to take a break while the other is on duty, and it will allow for a longer schedule providing more security during regular hours and night meetings.

Communication can take place through Evanston Police Department radios with authorization from the Evanston Police Department, as well as through a cell phone.

The security guards will be dressed in plain clothes with a concealed weapon.

Staff will check-in with Phoenix quarterly to ensure the City's needs are being met.

EXHIBIT C – Automated Parking Technologies Proposal

A Message From President and Founder, Leon Mitchell



The foundation of Phoenix Security is firmly rooted as an "integrity first" organization. Phoenix Security provides its clients with honest, able and expertly trained police and security officers, ensuring any security need will be met.

Phoenix Security makes a dedicated effort to hire local candidates whenever possible. We ideally pursue candidates based in the community to secure their community. In a similar fashion, we separate ourselves from other security firms by crafting unique and active relationships with aldermen, community-businesses and the police.

We place emphasis on hiring from and giving back to the community, fervently supporting local small businesses. Our goal is to stay small enough to provide each and every client an unprecedented level of attention but large enough to meet all security needs seamlessly.

Should you have any further questions or concerns, please feel free to reach out to me at any time.

All the best,

Leon



Phoenix Security Limited, a certified minority-owned business, has been operating primarily on the North Shore of the Chicagoland area since 1990.

Leon Mitchell, founder and owner of Phoenix Security Ltd., has well over 30 years of law enforcement experience in the Chicagoland area. Leon earned his Master of Science degree in Criminal Justice from Chicago State University and served as a member of the Evanston Police Department for 23 years, reaching the rank of Sergeant. Contrary to industry standards, Leon personally provides an initial assessment and supervision for Phoenix Security's entire client portfolio to ensure an optimal fit for each client's budget and desired security level.

Phoenix Security can provide an expansive list of references from our current and former partners including the following organizations:



Consulate General of Japan





Phoenix Security, LTD.
7420 Kedvale
Skokie, IL 60076
847-674-6491

Security Service Proposal

Phoenix Security, Ltd.
7420 Kedvale
Skokie IL 60076
(Hereinafter called COMPANY)

Evanston Civic Center
2100 Ridge
Evanston, IL 60201
(Hereinafter called CLIENT)

The COMPANY shall furnish Security Officer for said period as outlined in the schedule.

The Security Officer shall perform such services as agreed upon, as they are employees of the COMPANY, and not employees of the CLIENT. The hiring, supervision, directing, discharging and uniforms of all Security Officers shall be the sole function and responsibility of the COMPANY.

The COMPANY hereby represents and warrants that it has in force Public Liability Insurance and Errors & Omission Insurance in the amount required by the appropriate statutes. The COMPANY agrees, upon request, to provide the CLIENT with a Certificate of Insurance. However, it is agreed that the COMPANY is not an insurer. The COMPANY is not liable for delays, or interruptions of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the COMPANY.

This AGREEMENT will be in full force until the end of the agreed upon period. The AGREEMENT may be terminated with cause as outlined herein via a **written notice to discontinue** to be sent by either party by Certified United States Mail, with receipt postage prepaid and addressed to the other party hereto shown on the AGREEMENT.

General and Special Orders shall be issued in writing by the CLIENT. These orders will cover specific assignments at each post. Such General and Special Orders may be revised or supplemented as agreed upon between the CLIENT and the COMPANY.

The entire AGREEMENT of both parties is expressed herein and no verbal understandings; purchase orders, work orders or other document shall alter, change or modify the terms and provisions of this AGREEMENT.

The CLIENT agrees that it will not employ, directly or indirectly, any Security Officer (s) in any capacity, within One Hundred Twenty (120) days following the last date on which the Security Officer performed services for the COMPANY. In the event the CLIENT violates this provision, the CLIENT agrees to pay the COMPANY the sum of Two Thousand Dollars (\$2,000.00) to train and replace each employee.

If the COMPANY, is of the opinion that some additional security is needed, such information shall be conveyed to the CLIENT who shall have the FINAL determination of said modifications. The COMPANY can and will not make any guarantees of absolute protection of person(s) or property, but will at all times, provide the **maximum protection possible**.

The COMPANY or CLIENT may, upon thirty (5) days' written notice, terminate this contract for CAUSES. CAUSES including, but not limited, too:

- a. Failure to provide personnel required for a period of five (5) days.
- b. Failure to comply with provisions as to qualifications of employees on this AGREEMENT.
- c. Failure to pay invoice within the prescribed time.
- d. General consent by both COMPANY and CLIENT to terminate AGREEMENT and shall be in writing. All notices shall be by Certified United States Mail, with return receipt or hand delivered at the main business office of either party.

Security Personnel

All Security Officers shall be physically and emotionally fit for the providing services to the CLIENT. All Security Officers shall have received the necessary documents needed to legally carry a firearm.

In order to provide a continuous flow of service, the COMPANY shall assign all Officers providing services to its CLIENT on a permanent basis. To provide complete coverage, the COMPANY reserves the right to alter or substitute Officers' schedules as needed. All Security Officers will be trained on the CLIENTS procedures and sites. The CLIENT reserves the right to have any or all Security Officers replaced upon written notification to the COMPANY. No reason need be given for the changes.

The COMPANY shall have available for inspection by its CLIENT at all times, records for all employees who provide service to its premises. These records shall be kept at the COMPANY'S main office.

Duties of Security Personnel

Security Officer will detain persons committing felonious acts against persons and/or property. Officers will present a "high profile" and make themselves available to answer any questions and or assist citizens on the property. This contract, by no means, guarantees safety of the lives or property of the people at this location.

Special Duties

Officers will present a uniformed "high profile" presence and post at designated locations. A foot patrol will be performed at designated times. Additional duties can be added by CLIENT.

Rates

Armed Security Officers	29.50 per hour per officer
Armed Retired Police Officers	34.50 per hour
Holiday Rates	time and one half

Officers will be Evanston residents if possible.

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Payment

The COMPANY shall submit to its CLIENT a bi monthly invoice for the number of hours worked. All invoices are due and payable upon receipt.

Security Schedule

To be determined

This Security Service AGREEMENT, read and accepted this 17th day of Dec. 2019.

Client

Title

Company – Leon Mitchell

President

EXHIBIT “2”

2021 AND 2022 PAYMENT SCHEDULE

Duties of Security Personnel

Security Officer will detain persons committing felonious acts against persons and or property.
Officer will protect property and equipment to the best of their ability.

Rates for 2021

Civilian Security Officers
Retired Police Officers
Holiday Rates

\$ 25.50 per hour per officer
29.50 per hour per officer
time and one half

Rates for 2022

Civilian Security Officers
Retired Police Officers
Holiday Rates

27.25 per hour per officer
31.25 per hour per officer
time and one half

Additional payment of \$4,500.00 required for cost of Insurance
Officers will be Evanston residents if possible

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Payment

The COMPANY shall submit to its CLIENT an invoice for the number of hours worked weekly.
All invoices are due and payable upon receipt.

This Security Service AGREEMENT, read and accepted this _____ day of _____ 2021

Client

Title

Company – Leon Mitchell

President

EXHIBIT “3”

SECOND ADDENDUM



This Addendum dated 10-09, 2020, amends the Professional Services Agreement ("Agreement") between the City of Evanston, an Illinois Municipal Corporation, and Phoenix Security, LTD, entered into on December 2019 and First Addendum entered into April 2020, in consideration of their mutual promises, the sufficiency and receipt of which is acknowledged herein, and subject to its Terms and Conditions as follows:

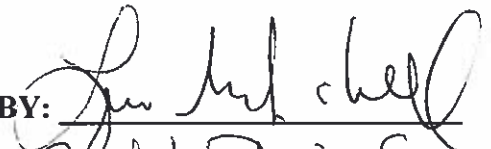
1. Article II, Completion Date is amended by changing the date of completion as follows: Consultant shall complete the Services by December 31, 2020.
2. Article III, Payments is amended to change Exhibit A to "Project Milestones and Deliverables for Security Work at the Civic Center" and Exhibit B to "Scope of Work for Security Service at the Service Center"; and to include "Exhibit D, Project Milestones and Deliverables for Security Service at Sherman Garage", and "Exhibit E, Scope of Work for Security Service at Sherman Garage" (Exhibit D and E attached to this Second Addendum).
3. Adding Exhibit F - Phoenix proposal for Sherman Garage Security (attached to this Second Addendum).

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between the terms and conditions of this Addendum and those contained within the Agreement, the terms and conditions of this Addendum shall prevail. All other terms and conditions remain unchanged and are ratified hereby.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first written above.

CONSULTANT

BY: 
Its: President Phoenix Security

FEIN Number: 364164190

Date: 6/09/2020

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

BY: Erika Storlie

Its: Interim City Manager

Date: 10/09/2020

Approved as to Form:



Kelley A. Gandurski, Corporation Counsel

EXHIBIT D
PROJECT MILESTONES AND DELIVERABLES - SHERMAN GARAGE SECURITY

This EXHIBIT D to that certain Agreement between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and Phoenix Security, Ltd., 7420 Kedvale, Skokie, IL 60076 ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

COMMENCEMENT DATE: October 19, 2020

COMPLETION DATE: December 31, 2020

FEES: \$25.50 an hour, including security vehicle

The cost will be approximately \$23,562 for 2 guards at \$25.50 an hour for eleven (11) weeks. The contract will take effect October 19, 2020. Phoenix Security should send the City invoices monthly. The City will then seek payment to Phoenix after approval at the next possible Council meeting.

SERVICES/SCOPE OF WORK:

Scope of Work-Sherman Garage Security – Exhibit E

Phoenix Security Proposal-Sherman Garage Security – Exhibit F

Dated: 10/9/2020

EXHIBIT E
SCOPE OF WORK - SHERMAN AVE GARAGE

This is an eleven (11) week contract consistent with the terms of Phoenix Security's proposal (attached as Exhibit F) for 2 security guards. The security guards will work staggered shifts at Sherman Garage during the hours of 4:00 p.m. until 4:00 a.m. seven days a week.

Communication can take place through Evanston Police Department radios with authorization from the Evanston Police Department, as well as through a cell phone.

Staff will check-in with Phoenix bi-weekly to ensure the City's needs are being met for this location.

EXHIBIT F
PHOENIX PROPOSAL - SHERMAN AVE GARAGE

Phoenix Security, LTD.
7420 Kedvale
Skokie, IL 60076
847-674-6491

Security Service Proposal

Phoenix Security, LTD
7420 Kedvale Ave
Skokie, IL 60076

City of Evanston
821 Davis
Evanston, IL 60201

Hereinafter called COMPANY

Herinafter called CLIENT

The COMPANY shall furnish Security Officer for said period, Hours may be modified at anytime per the CLIENTS request.

The Security Officer shall perform such services as agreed upon, as they are employees of the COMPANY, and not employees of the CLIENT. The hiring, supervision, directing, discharging and uniforms of all Security Officers shall be the sole function and responsibility of the COMPANY.

The COMPANY hereby represents and warrants that it has in force Public Liability Insurance in the amount of 3,000,000.00 and Errors & Omission Insurance in the amount required by the appropriate statutes. The COMPANY agrees, upon request, to provide the CLIENT with a Certificate of Insurance. However, it is agreed that the COMPANY is not an insurer. The COMPANY is not liable for delays, or interruptions of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the COMPANY.

This AGREEMENT will be in full force until the end of the agreed upon period. The AGREEMENT may be terminated by a 30 day **written notice to discontinue** to be sent by either party by Certified United States Mail, with receipt postage prepaid and addressed to the other party hereto shown on the AGREEMENT.

General and Special Orders shall be issued in writing by the CLIENT. These orders will cover specific assignments at each post. Such General and Special Orders may be revised or supplemented as agreed upon between the CLIENT and the COMPANY.

The entire AGREEMENT of both parties is expressed herein and no verbal understandings; purchase orders, work orders or other document shall alter, change or modify the terms and provisions of this AGREEMENT.

If the COMPANY, is of the opinion that additional security is needed, such information shall be conveyed to the CLIENT who shall have the FINAL determination of said modifications. The COMPANY can and will not make any guarantees of absolute protection of person(s) or property, but will at all times, provide the **maximum protection possible**.

The COMPANY or CLIENT may, upon immediately, terminate this contract for CAUSES. CAUSES including, but not limited, too:

- a. Failure to provide personnel required.
- b. Failure to comply with provisions as to qualifications of employees on this AGREEMENT.
- c. Failure to pay invoice within the prescribed time.
- d. General consent by both COMPANY and CLIENT to terminate AGREEMENT and shall be in writing. All notices shall be by Certified United States Mail, with return receipt or hand delivered at the main business office of either party.

Security Personnel

All Security Officers shall be physically and emotionally fit for the providing of services to the CLIENT. All Security Officers shall have received a Permanent Employee Registration Card (PERC) as having passed the Criminal Name and Fingerprint Check. In addition, all Security Officers will have passed the State of Illinois 20-hour Mandatory Security Officers Training Course. There will be no armed security officers on this site.

In order to provide a continuous flow of service, the COMPANY shall assign all Officers providing services to its CLIENT on a permanent basis. To provide complete coverage, the COMPANY reserves the right to alter or substitute Officers' schedules as needed. All Security Officers will be trained on the CLIENTS procedures and sites. The CLIENT reserves the right to have any or all Security Officers replaced upon written notification to the COMPANY. No reason need be given for the changes.

The COMPANY shall have available for inspection by its CLIENT at all times, records for all employees who provide service to its premises. These records shall be kept at the COMPANY'S main office.

Duties of Security Personnel

Security officers will be assigned to the Parking Garage at 821 Davis St
Security Officer will detain persons committing felonious acts against persons and or property.
Officer will protect property and equipment to the best of their ability.

Hours

4pm – 4am 7 days a week

Rates

Security Officers

\$ 25.50 per hour per officer
And marked security vehicle
time and one half

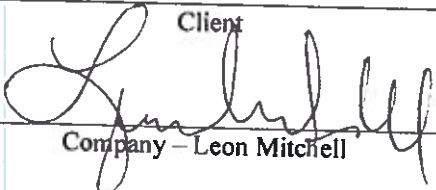
Holiday Rates

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Payment

The COMPANY shall submit to its CLIENT an invoice for the number of hours worked weekly.
All invoices are due and payable upon receipt.

This Security Service AGREEMENT, read and accepted this 17th day of Oct 2020.

Client


Company – Leon Mitchell

Title

President

TITLE	Security at Sherman Garage
FILE NAME	Second Adde...ty (1).docx and 1 other
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	<div> <div></div> Completed </div>

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