

MORRISON SECURITY CORPORATION, INC.

12334 South Keeler Ave. Alsip, IL. 60803
Phone: (708) 389-2400 FAX: (708) 389-8674

SCHEDULE ADDENDUM – Rates effective 06/01/15

This addendum is made a part of the original Security Services Agreement between Morrison Security Corporation, Inc. and Wheaton Park District.

Description of Services:

Morrison Security Corporation will provide personnel to act as a deterrent to unwanted activity and unauthorized access to the site. Personnel will observe and report as needed and directed in written post orders. Personnel will perform additional duties as directed and agreed in writing.

Service location and scheduled hours:

Shakespeare in the Park 208 W. Union / Overnight Park Security

- WED: 8/26 start 9:00pm- Thursday 8/27 end 9am
- Thursday: 8/27 start 9pm – Friday 8/28 end 9am
- Friday: 8/28 start 10 pm – Saturday 8/29 end 10am
- Saturday: 8/29 start 10pm – Sunday 8/30 end 10am (*Only if Friday Event Rains Out)

#2 Shakespeare: 36 hours x \$16.95 = 610.10 (Rain Day + 12 hours x \$16.95 = additional \$203.40)

Rates: \$ 16.95 per man hour

Wheaton Park District

Sign: 

Print: Michael Beaud

Title: Executive Director

Date: 7/31/15

Morrison Security Corporation

Sign: 

Print: Carrie A. Delger

Title: National ID

Date: 07.30.15

MORRISON SECURITY CORPORATION, INC.

12334 South Keeler Ave. Alsip, IL. 60803
Phone: (708) 389-2400 FAX: (708) 389-8674

SECURITY SERVICE AGREEMENT – January 18, 2013

Morrison Security Corporation, Inc. (MSC) an Illinois corporation, licensed by the state of Illinois, Department of Professional Regulation, is interested in providing Security personnel to **Wheaton Park District** located at 102 E. Wesley Street, Wheaton, IL 60187 (CLIENT).

RATES

The cost of each security personnel will be established at \$ see schedule addendum per man-hour. Holiday pay for holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) as well as those recognized by the CLIENT and MSC will be billed at time and one half. Overtime incurred at the request of the client will be billed at time and one half.

TERMS

Client will be invoiced weekly. Payment of invoices will be made NET 32 days, 1½% per month service charge shall be applied to invoices after 32 days. The rates quoted on this agreement are subject to adjustment in the event of increases in MSC's costs as a result of legislation or assessments over which MSC has no control, or in the event of changes in job assignments and duties prescribed by Client. Client agrees to pay all costs and reasonable Attorneys fees incurred by MSC should MSC need to proceed in those manners to collect any payment due or enforce any clause of this agreement. MSC shall have the right to increase its rates upon six (6) months of service by no more than 6% unless agreed by client.

SCOPE OF SERVICES

This agreement and written schedule of Guard assignments, collectively set forth the Security services to be performed, can only be changed with the written approval of MSC. Other amendments to this agreement must be in writing and signed by authorized representatives of the parties hereto. If there is any conflict between the terms of any other documents and this agreement, this agreement shall control.

CONFIDENTIALITY AGREEMENT

Any technical information, data, or practices observed or furnished to MSC, shall remain Clients property and shall be kept confidential by MSC.

MSC Initials: MS

Date: 7-30-15

Client Initials: WPD

Date: 7/30/15

EMPLOYEES

- a. MSC shall pay all wages and applicable taxes for its employees.
- b. Notwithstanding any other provision in this agreement and because Client has an obligation to maintain its facilities in compliance with Federal, State and local law and regulations (including without limitation regulations of the environmental protection agency and the occupational safety and health administration), Client warrants and represents that it will provide and maintain safe working conditions for MSC personnel assigned to clients facilities in accordance with applicable laws and regulations. Client acknowledges that MSC personnel are invitees to Clients property and shall adequately protect such MSC personnel from personal injury or sustaining property damage.
- c. Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at clients request, client agrees to indemnify and hold MSC harmless from all claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorneys fees and defense costs (hereinafter collectively "claims") that may arise there from.
- d. MSC may from time to time be a contractor for the federal government and as such is required to comply with executive order 11246, as amended; section 503 of the rehabilitation act of 1973, as amended; section 402 of the Vietnam era veteran's assistance act of 1974 and related regulations. In compliance with the forgoing and its affirmative action plan. MSC employees providing the services herein described will be assigned without regard to race, age, color, creed, sex, national origin, handicap conditions and/or covered veteran status.
- e. MSC designated representative will directly supervise the personnel provided to client at client facilities.

HIRING

Client agrees that it will not knowingly, directly or indirectly, hire or employ any MSC employee whether or not assigned to the site, place or location of client while such employee is employed by MSC, or knowingly allow any of its contractors or vendors to solicit or hire any employee of MSC, for the term of the contract or for one year thereafter. Any breach will result in a minimum \$25,000.00 per person penalty.

LIABILITIES AND INDEMNITIES

- a. Client agrees that MSC is not an insurer and that the amounts payable hereunder are based upon the value of services offered and not the value of Clients interests being protected or the property of client or others located on client's premises. MSC does not guarantee or promise that a loss will not occur. Accordingly, MSC undertakes no liability to client and makes no representations, express or implied, that its services will prevent occurrences or their consequences that result in loss, damage, or death.
- b. Client agrees that MSC shall not be liable for any claims incurred or asserted by client, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance or obligations imposed by this

MSC Initials: Up Date: 7.30.17

2

Client Initials: [Signature] Date: 7/30/17

agreement, including those relating to the hiring, training, supervision or retention of personnel, of MSC, its agents or employees, Except as caused by the sole negligent acts or omissions by MSC.

c. The services provided under this agreement are solely for the benefit of the client and neither this agreement nor any services rendered hereunder confer any rights on any other party as a third party beneficiary or otherwise.

d. Client agrees to indemnify and hold MSC harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, whether directly or indirectly caused by performance or nonperformance or obligations imposed by this agreement, including those relating to hiring, training, supervision or retention of personnel, of MSC, its agents or employees, except when arising from the sole negligent acts or omissions by MSC.

e. If at clients request, MSC employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by MSC, Client shall be solely responsible for and shall indemnify and hold MSC harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omission including those relating to the hiring, training, supervision or retention of personnel, of MSC, its agents or employees.

f. Client hereby waives any and all rights of subrogation that any insurer of client may have against MSC.

g. Where MSC is entitled to indemnification, MSC shall have the right to tender defense of the claim to client. MSC is entitled to all legal rights conveyed in the State of Illinois as jurisdiction.

FORCE MAJEURE

The obligations of MSC hereunder may be suspended during any period where performance is prevented by acts of God, civil or employee disruptions, or events beyond MSC reasonable economic control.

INSURANCE

a. MSC maintains, for its own protection, general liability, automobile and workman's compensation coverage.

b. Client agrees to assume all risk of loss or damage to its premises, business and property and property of others on Clients premises occurring as a result of fire, theft or other casualty and client agree that it will maintain insurance to fully protect client against such loss or damage.

ENTIRE AGREEMENT AND INTERPRETATION

This agreement constitutes the entire agreement between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This agreement shall be governed under the law of the state of its performance and, if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this agreement and all its provisions shall remain in full force and effect.

MSC Initials: DO Date: 1-30-15

Client Initials: [Signature] Date: 2/3/15

DEFAULT

Notwithstanding any other provisions of this agreement, MSC may terminate this agreement immediately, without notice, and exercise such other rights and remedies as permitted by law, if client fails to pay any amount when due or if any proceeding is commenced or threatened by or against client under the bankruptcy code or any other debtors law or if client makes or threatens to make an assignment for the benefit of client or creditors.

ADDITIONAL LOCATIONS

Each of the terms and conditions contained in this agreement shall be applicable to any additional locations of client serviced by MSC after the date of this agreement, unless conditions are made changed in writing by both parties for those additional locations. Service requests for additional locations or events must be made with completion of separate schedule addenda or via email to contracts@morrisonsecurity.com containing description of service, service location, schedule, agreed rate and authorized client contact information. (Emergency service requests with less than 14 day notice to service date must be made via telephone to MCS at 1-800-571-6721.)

CANCELLATION

Client and MSC reserve the right to cancel this agreement with 30 days written notice sent via certified mail. The date of receipt shall serve as the beginning of the 30 day notice.

Morrison Security Corporation, INC.

WHEATON PARK DISTRICT

Sign: 

Sign: 

Print: Carrie A. Dilger


Print: Michael Benard

Title: National IP


Title: Executive Director

Date: 01-30-15

Date: 7/30/15

MSC Initials: 

Date: 7-30-15

Client Initials: 

Date: 7/13/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2015

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

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

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173		CONTACT NAME: Alyssa Ehrsam PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): (847) 440-9127 E-MAIL ADDRESS: ae@assuranceagency.com	
INSURED Morrison Security Corporation, Inc. 12334 Keeler Avenue Alsip IL 60803		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: GRANITE STATE INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
MORRSEC-01		NAIC # 18058 23809	

COVERAGES

CERTIFICATE NUMBER: 266755968

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1300573	2/28/2015	2/28/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			PHPK1300573	4/8/2015	2/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB			PHUB491312	2/28/2015	2/28/2016	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC19509410	2/28/2015	2/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.
RE: All work performed by the Named Insured on behalf of the Certificate Holder.

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District 855 W. Prairie Ave Wheaton IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel G. Herson</i>
---	--