

**AGREEMENT FOR SECURITY ALARM MONITORING
AND REGULAR SERVICE**

This Agreement for Security Alarm Monitoring and Regular Service (the "Agreement") is made as of the 1st day of April, 2026 by and between the Wheaton Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 102 E. Wesley St., Wheaton, Illinois, and, Alarm Detection Systems Inc., an Illinois corporation ("Contractor"), with its principal place of business at 1111 Church Rd., Aurora, IL, 60505 which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- 1. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following **scope of work**:

Perform monthly inspections of each burglary alarm system at each facility listed below:

DuPage County Historical Museum	102 E. Wesley St., Wheaton, IL
Cosley Zoo Gift Shop	1356 N. Gary Ave., Wheaton, IL
Cosley Welcome Center / Barn	1356 N. Gary Ave., Wheaton, IL
Ray Morrill Community Center	1777 S. Blanchard St., Wheaton, IL
Mary Lubko Center	208 W. Union Ave., Wheaton, IL
Lincoln Marsh Office	1000 W. Lincoln Ave., Wheaton, IL
Park Services Center	1000 Manchester Rd., Wheaton IL
Prairie Office Building	855 W. Prairie Ave., Wheaton, IL
Central Athletic Complex	500 S. Naperville Rd., Wheaton, IL
Memorial Park Bandshell	225 Karlskoga, Wheaton, IL
Toohy Park	1900 Orchard Rd., Wheaton, IL
Rathje Park	616 Delles Rd., Wheaton, IL
Clocktower Commons	S. Naperville Rd. & E. Liberty Dr., Wheaton, IL
Northside Pool	1509 N. West St., Wheaton, IL
Blanchard Building	1777 S. Blanchard St., Wheaton, IL

1. Provide, install, and program a Burglary Detection & Alarm system based on primary communication method of network Internet Protocol (IP), and a backup communication method of cellular network.
2. Provide additional devices and/or keypads as required to provide a complete and functioning system with the specifications detailed herein.

3. Use and monitor existing equipment wherever possible and practical.
4. Provide 24/7/365 professional monitoring via a UL listed and FM approved central station.
5. Provide designated personnel the ability to arm/disarm/dispatch at monitored facilities.
6. Provide designated personnel the ability to arm/disarm/dispatch remotely via an interactive services platform compatible with remote devices (i.e. iOS and Android based devices).

System Architectural Design

1. System must have both onsite and remote access for Owner.
 - a. Provide and install remote access app on up to ten (10) workstations and/or mobile devices as required by Owner.
2. System must communicate 24/7/365 to UL listed, FM Approved, Central Station for monitoring.
 - a. Primary communication method being via network Internet Protocol (IP)
 - b. Backup communication method being via cellular network
3. Central Station must be professionally staffed 24/7 and provide a phone number that can be reached in the event of an emergency.
4. Central Station must be able to receive signals from the installed systems, respond immediately to locations in duress, and dispatch appropriate local authorities if/when any system alarms are triggered.
5. Coordinate with Owners IT Department to ensure proper integration to existing network.

Miscellaneous Items

1. Provide all documentation as required for field installation by subcontractors and technical staff integrators.
2. Provide training and familiarization to up to ten (10) selected Owner's personnel.
3. Coordinate all elements of the system installation with the Owner's IT and management personnel.
4. Provide all applicable technical descriptions to Owner's IT personnel upon completed installation.
5. Provide complete system documentation to the Owner's IT personnel.
6. Provide complete system service and maintenance for three (3) years with options for renewal thereafter.
7. All the equipment provided shall be warranted for a minimum of one (1) year and all manufacturers' warranties shall be transferred to the Owner. Warranty must cover parts and labor.

The "Work" is as indicated in Contractor's Proposal dated February 10, 2026, attached to and incorporated as part of this Agreement as **Exhibit A** (the "Contractor's Proposal").

2. Term

The term of the Monitoring and Service work for Park District facilities shall begin on April 1, 2026, and expire on March 31, 2027 ("Initial Term"). The Park District reserves the right to renew the Monitoring and Service Work for up to two additional one-year terms, commencing on April 1, 2027, and expiring on March 31, 2028, and beginning on April 1, 2028, and expiring on March 31, 2029, based on the same terms and conditions of this Agreement. In the event the Park District elects to renew the Monitoring and Service work, the Park District will provide written notice to the Contractor of this election thirty (30) days prior to the expiration of the Initial Term.

3. Performance of Work

Contractor agrees to perform in a good and workmanlike manner and to the best of Contractor's ability, experience, and talents, in accordance with generally accepted practices in the Greater Chicago area, all of the duties that are described in Contractor's Proposal or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District. Contractor's duties may be specified and modified from time to time by the Park District in writing.

The Park District reserves the right to evaluate Contractor's performance of the Work, its employees, and agents and, in the event such Work or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 8 of this Agreement. Should the Park District reasonably determine that the performance of an employee or contractor of Contractor is inadequate or that said employee's or contractor's continued presence is in any way inconsistent with the policies and practices of the Park District, Contractor shall remove or reassign said employee or contractor immediately upon receipt of notice from the Park District.

Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

4. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement for the term of this agreement as follows: **\$12,474.00** for the contract term of April 1, 2026 – March 31, 2027, as per the contractor's included proposal as **Exhibit A**.

If the Park District elects to renew this Contract for a second term, Contractor shall be paid: \$12,864.00 for the contract term of April 1, 2027 – March 31, 2028.

If the Park District elects to renew this Contract for a third term, Contractor shall be paid: \$13,242.00 for the contract term of April 1, 2028 – March 31, 2029.

5. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

6. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

7. Safety of Persons and Property

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees engaged in the Work and other persons who may be affected thereby; and
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.

- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

8. Termination

- a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- b. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued the same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor. Failure of Contractor to maintain required insurance coverage shall be cause for immediate

termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District.

In the event the Park District terminates this Contract in accordance with this Section 8(b)(i), the Park District may enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Work from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees plus.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then the Park District may, without prejudice to any other right or remedy, immediately terminate the retention of Contractor and/or finish or cause to be finished the Contractor's Work required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense plus the Park District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to the Park District's right to collect sums due from Contractor under this Agreement and remedies for breach of this Agreement and Contractor's obligations to make such payments and compensate Park District for such breach.

9. Insurance

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit B**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

10. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit B**.

11. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

12. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit C** to this Agreement.

13. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this

Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and

may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

14. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

15. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

16. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

17. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

18. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided

such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith

prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District: Wheaton Park District
 102 East Wesley Street
 Wheaton, IL 60187
 (Fax) 630-665-5880
 Attention: Executive Director

If to Licensee: Alarm Detection Systems, Inc.
 1111 Church Rd.
 Aurora, IL 60505
 Attention: Robert Lubic

19. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

20. Headings


The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

21. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

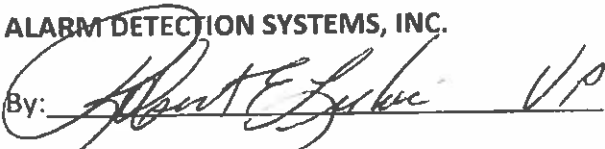
By: 

Date: April 22, 2026

Attest:

By: _____

ALARM DETECTION SYSTEMS, INC.

By:  VP

Date: 4-3-2026

Attest:

By: Deborah M. Ray

EXHIBIT A

1.	Burglar Alarms & Security Annual Cost for Monthly Monitoring One year initial term, starting April 1, 2026 and expiring on March 31 st , 2027.	\$ <u>12474.00</u> Year 1
	Annual Cost for Monthly Monitoring One year initial term, starting April 1, 2027 and expiring on March 31 st , 2028.	\$ <u>12864.00</u> Year 2
	Annual Cost for Monthly Monitoring One year initial term, starting April 1, 2028 and expiring on March 31 st , 2029.	\$ <u>13242.00</u> Year 3

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

BASED ON ATTACHED EXHIBITS AND CLARIFICATIONS.

COMPANY NAME:	<i>ALARM DETECTION SYSTEMS-INC</i>		
CONTACT NAME:	<i>ROBERT E LUSIC</i>		
TITLE:	<i>VP</i>		
ADDRESS:	<i>1111 CHURCH RD</i>		
	<i>FLA</i>		
CITY, STATE and ZIP:	<i>Aurora FL 32018</i>	FAX NUMBER:	
PHONE NUMBER:	<i>630 844-6300</i>	E-MAIL:	<i>RLUSIC@AMS-FLA.COM</i>
CELL PHONE NUMBER:			
DATED THIS	<i>10</i>	DAY OF	<i>FEB</i> 2026
SIGNATURE:	<i>Robert E Lusic</i>		

EXHIBIT B

INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Insurance

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 12/19 and CG 2037 12/19 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 12/19 and CG 2037 12/19 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall

provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or

destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

The Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer

at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

637463

EXHIBIT C

CONTRACTOR'S COMPLIANCE AND CERTIFICATION ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by the Park District.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a

statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

G. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

K. Contractor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3

of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

M. Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

ALARM DETECTION SYSTEMS INC
CONTRACTOR

By: Robert E. Lubic
Its: VP

STATE OF Illinois)ss
COUNTY OF Kendall

I the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Robert E. Lubic appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 4/3/2026
Deborah M. Ray (Notary Public)



637468

SECURITY SYSTEM AND SERVICES AGREEMENT



Alarm Company ("Alarm Co"):
Alarm Detection Systems, Inc.
1111 Church Road · Aurora, IL 60505-1905
630.844.6300 · IL License #27-000143

Subscriber ("Sub"):
Wheaton Park District
102 E Wesley St
Wheaton, IL

Alarm Co agrees to furnish Sub with installation as described and services as checked, and provide any other Alarm Co services upon request at established rates. Radio transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall remain with Alarm Co, or transfer to Sub upon full payment of the purchase price.

MONITOR: [X] BURGLAR ALARM [] FIRE ALARM [] HOLDUP [] OTHER
AT CENTRAL MONITORING STATION ("CS") [X] ALARM Co UL/FM CS [] OTHER CS
SIGNALING FROM SUB TO CS IS: [] DIGITAL [] INTERNET [] RADIO [X] CELLULAR [] OTHER
[] OPENING/CLOSING CONTROL OF SYSTEM [] OPENING/CLOSING, LOG ONLY [] SUB ACCESS TO ACTIVITY REPORTS
PARTS AND LABOR REPAIR SERVICE: [] BURGLAR [] FIRE [] CCTV [] CARD ACCESS [] OTHER
BILLABLE T & M REPAIR SERVICE ON REQUEST: [] BURGLAR [] FIRE [] CCTV [] CARD ACCESS [] OTHER
FIRE TESTING: [] MO. [] QTRLY [] SEMI-ANNUAL [] ANNUAL [] RUNNER SERVICE [] INSTALL ONLY

Sub shall pay Alarm Co the sum of (\$ Zero) Dollars, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of (\$ 1039.00) Dollars per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.

System Description

- Continue to provide existing alarm services at the following locations:
145040 Dupage County Historical Museum 102 E Wesley, Wheaton, IL
186084 Cosley Zoo Gift Shop 1356 N Gary Ave., Wheaton, IL
243343 Cosley Welcome Center 1356 N Gary Ave. Wheaton, IL
243152 Ray Morrill Community Center 1777 S Blanchard St Wheaton, IL
243149 Mary Lubko Center 208 w Union Ave. Wheaton, IL
186088 Lincoln Marsh Office 1000 W Lincoln Ave. Wheaton, IL
186087 Park Services Center 1000 Manchester Rd. Wheaton, IL
98760 Prairie Office Building 855 W Prairie Wheaton, IL
186094 Central Athletic Complex 500 S Naperville Rd. Wheaton, IL
243150 Memorial Park Bandshell 225 Karlskoga, Wheaton, IL
186086 Toohey Park 1900 Orchard Rd. Wheaton, IL
201793 Rathje Park 616 Delles Rd. Wheaton, IL
186096 Clocktower Commons S naperville Rd & E Liberty Dr. Wheaton, IL
243147 Northside Pool 1509 N West St Wheaton, IL
248472 Blanchard Building 1777 S Blanchard St. Wheaton, IL

ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

ADDITIONAL TERMS AND CONDITIONS

1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
2. Sub will provide access to premises to Alarm Co for installation of System or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. Required Service: Police agencies require repair of Systems which cause false dispatches. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the AHJ. The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS. Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized people.

7. ~~Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.~~

8. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. ~~In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.~~

9. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. **LIMITATION OF LIABILITY** It is understood and agreed: That Alarm Co and its directors, officers, shareholders, agents, assigns, employees, or independent contractors providing portions of the installation or services for Sub (including, but not limited to, signal carriers, telephone companies, municipal agencies, monitoring providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that the liability of Alarm Co and Others for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper installation, operation or non-operation of System or services (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the CS) is expressly limited as set forth herein. Should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree (including gross negligence) of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy. 412,474

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but Sub expressly and explicitly acknowledges that such additional sum(s) paid and obligation(s) undertaken shall in no event make Alarm Co or Others insurers. This limitation of liability covers all Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the CS is available at additional cost to Sub.

12. INDEMNIFICATION If anyone other than Sub asks Alarm Co or Others to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the System or services, (ii) Alarm Co's or Other's own negligence, (iii) any other improper or careless activity of Alarm Co or Others in providing the System or services or (iv) a claim for indemnification or contribution, Sub will repay, respectively, to Alarm Co or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's reasonable attorney's fees and any other losses and costs that Alarm Co or Others may pay in connection with the harm or damages. Sub's obligation to repay Alarm Co or Others for such harm or damages shall not apply if the harm or damages happens while one of either Alarm Co's or Other's employees or subcontractors are in or about the protected premises, and such harm or damages is solely caused by that employee or subcontractor. Sub hereby releases Alarm Co and Others for losses, damages and expenses (i) covered by Sub's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance. *ALARM CO MUST PROVIDE NOTICE IF AGREEMENT ASSIGNMENT SURRENDER ELSE*

13. WAIVER OF SUBROGATION Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. ~~Alarm Co may assign this Agreement without prior notice or consent of Sub; however,~~ Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. ~~In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim.~~ The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.

IT IS UNDERSTOOD AND AGREED THAT IF ANY AUTHORITY HAVING JURISDICTION REQUIRES ANY CHANGES AND/OR PERMIT FEES TO THE ABOVE SYSTEM, IT WILL BE AT ADDITIONAL EXPENSE TO THE SUB ^{ONE (1)}

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

SUB ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ABOVE INCLUDING THE LIMITATION OF LIABILITY (PAR. 11), INDEMNIFICATION OF ALARM CO (PAR. 12) AND WAIVER OF SUBROGATION (PAR. 13) ARE MADE PART OF THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE HEREIN.

By: _____ *MRJP* _____ 4/22/26
 Authorized Representative — Alarm Co Sub Signature Date

Approved _____ *Michael J. Benard* _____
 Officer — Alarm Co Sub Printed Name

EXHIBIT E



Passion to protect

RFP – Burglar Alarm

Wheaton Park District

Addresses Attached

Dear Sir/Madam,

Alarm Detection Systems is submitting a response based on the following:

1. No monthly inspections are included.
2. We will continue to monitor the attached addresses at our UL Listed Central Station.
3. We will not be adding any new equipment.
4. We will monitor the devices for each location as listed on the attached zone lists.
5. Wheaton Park District will sign bidders' agreement as done in the past.
6. Any new devices will be invoiced as requested by Wheaton Park District.

Thank you,

Robert Lubic, Vice-President



Security



Access



Fire



Video



ALADE-1

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2025

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

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

PRODUCER
Buttrey-Wulff-Mamminga Agency
PO Box 580
Batavia, IL 60510-0580
J. Michael Wulff

CONTACT NAME:
PHONE (A/C, No. Ext):
E-MAIL:
ADDRESS:

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Acuity

14184

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Alarm Detection Systems, Inc.
1111 Church Road
Aurora, IL 60505

COVERAGES

CERTIFICATE NUMBER:


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	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSR	INSD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR CONTACT ADS DIRECTLY FOR GENERAL LIABILITY CERT. GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MEDICAL (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	Z28242	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			Z28242	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (If it applies, which EXCLUDED? (Mandatory by law)) If yes, describe under DESCRIPTION OF OPERATIONS below			Z28242	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 FL DISEASE - FATALITY \$ 1,000,000 FL DISEASE - PERMANENT \$ 1,000,000

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

REF: 10721
Certificate Holder is an additional insured as their interest(s) may appear with regards to work/ services performed by the named insured.

CERTIFICATE HOLDER WHEPA-3 Wheaton Park District 102 E. Wesley Street Wheaton, IL 60187	CANCELLATION 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 
--	--

