

# **MORRISON SECURITY**

## SECURING AMERICA COAST TO COAST

12334 S. KEELER AVE., ALSIP IL 60803 708.389.2400 PHONE • 708.389.8674 FAX

### ADDENDUM

This Addendum is made a part of the Security Services Agreement dated May 3, 2016 between Morrison Security Corporation, Inc. and Wheaton Park District. All others terms and conditions not specifically outlined in this Addendum remain in full force and effect.

### **DESCRIPTION OF SERVICES**

Morrison Security Corporation, Inc. will provide personnel to act as a deterrent to unwanted activity and unauthorized access to the service location specified below. 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 TYPE/RATE

Unarmed Uniformed Security Officer \$ 17.50 per hour - 8 hour minimum shift applies

**LOCATION** 

Taste of Wheaton: 208 W. Union, Wheaton, IL 60187

**DATES/TIMES** 

2 Unarmed Uniformed Security Officers

Wednesday, 06/01/16 from 5 P.M. - 8 A.M. Thursday 06/02/16 Thursday, 06/02/16 from 9 P.M. - 9 A.M. Friday 06/03/16 Friday, 06/03/16 from 10 P.M. - 6 A.M Saturday 06/04/16 Saturday, 06/04/16 from 10 P.M. - 10 A.M. Sunday 06/05/16

Total of 94 hours

**CLIENT CONTACT** 

Dan Novak, 630 510-5117

Client may request additional scheduled or emergency service or cancel service, in writing per the terms of the original agreement.

Morrison Security Corporation, Inc.

By:

By:

Print:

Print:

Title:

Date:

Date:

Date:

Mheaton Park District

By:

Title:

Security Corporation, Inc.

By:

District

Date:

MSC Initials

Client Initial:

MSC Security Service Addendum 5/3/16



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### SERVICE TYPE/RATE

Unarmed Uniformed Security Officer \$ 17.50 per hour - 8 hour minimum shift applies

LOCATION

Brew Fest 2016: 208 West Union, Wheaton, IL 60187

**DATES/TIMES** 

2 Unarmed Uniformed Security Officers

Friday, 08/05/16 from 5 P.M. - 8 A.M. Saturday, 08/06/16

Total of 30 hours

**CLIENT CONTACT** 

Dan Novak, 630 510-5117

Client may request additional scheduled or emergency service or cancel service, in writing per the terms of the original agreement.

Morrison Security Corporation, Inc.

Wheaton Park District

Print: Junal 10-1

05 01 11

Date: 05.06.16

Print: M. Sult Bera

Title: Free Dis

Date: 45/16

MSC Security Service Addendum 5/3/16

MSC Initials \_\_\_ Client Initia





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### SERVICE TYPE/RATE

Unarmed Uniformed Security Officer \$ 17.50 per hour - 8 hour minimum shift applies

LOCATION

Shakespeare in the Park: 208 West Union, Wheaton, IL 60187

### **DATES/TIMES**

2 Unarmed Uniformed Security Officers

Wednesday, 08/24/16 from 5 P.M. - 9 A.M. Thursday, 08/25/16
Thursday, 08/25/16 from 5 P.M. - 9 A.M. Friday, 08/26/16
Friday, 08/26/16 from 5 P.M. - 10 A.M. Saturday, 08/27/16
Saturday, 08/27/16 from 10 A.M. - 10 A.M. Sunday, 08/28/16 (continuous coverage from Saturday day - Sunday day)

Total of 144 hours

## **CLIENT CONTACT**

Dan Novak, 630 510-5117

Client may request additional scheduled or emergency service or cancel service, in writing per the terms of the original agreement.

Morvison Security Corporation, Inc.

By: Meaton Park District

By: Print: Mark J. Ben

Title: Title: Frank D. Security

MSC Security Service Addendum 5/3/16 MSC Initials Client Initials



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2016

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

C	ne terms and conditions of the policy extificate holder in lieu of such endo	r, ceri seme	tain p ent(s)	iolicies may require an e	ndorse	ment Asta	tement on th	nis certificate does not confer i	rights to the	
PRO	OUCER				CONTACT NAME: Alyssa Ehrsam					
Ass	urance Agency, Ltd				PHIDNE (147) 797-5700 FAX (147) 440-9127					
	0 E Golf Řoad e 1100				E-MAIL ADDRESS: aehrsam@assuranceagency.com					
	aumburg IL 60173				INSURERIS) AFFORDING COVERAGE				NAIC#	
									23850	
INSL	RED	MOR	RSE	C-01	INSURER B :Granite State					
Morrison Security Corporation, Inc.						INSURER C:				
	34 Keeler Avenue p IL 60803				INSURER D:					
r (13)	p 12 00000				INSURER E:					
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	CLAIMS-MADE X OCCUR							MED EXP (Any one person) \$5,000		
	**************************************							PERSONAL & ADV INJURY \$1,000	.000	
								GENERAL AGGREGATE \$3.000	.000	
	GEITL AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMP/OP AGG \$3,000	.000	
A	POLICY X PRO- LOC	1				0.50.5040		COMBINED SINGLE HAIT		
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	ALL OWNED SCHEDULED							BODILY (NJ:)RY (Per accident) \$		
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	AUTOS AUTOS							(Per accident) 5		
A	X UMBRELLA LIAB X OCCUR		1	PHUB532104		2/28/2016	2/28/2017	EACH OCCURRENCE \$7,000	വദ	
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	DED X RETENTION \$10,000	]						s		
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Mandalory in NH]	NIA						E L EACH ACCIDENT \$1,000	000	
	(Mandalory in NH)							E L DISEASE - EA EMPLOYEE \$1,000.	000	
	II yes, doscribe under DESCRIPTION OF OPERATIONS below	1						ELL DISEASE - POLICY LIMIT \$1,000.	000	
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	kers Compensation and Employers							listed on the policy, is exclud	ed.	
	agreed that the Certificate Holder is							• •	1	
opei	ations performed by the Named In:	sured	in c	ar msured, when require onnection with this proie	ici by w	vritten contra	act, on the U	seneral Liability with respect t	0	
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CEF	RTIFICATE HOLDER				CANC	ELLATION				
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.				
					AUTHOR	RIZED REPRESE	TATIVE			
					Dan	mel & Kg	arez			

## 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 \$\frac{\\$}{\}\$ 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 <u>NET 32</u> days, 1½% per month service charge shall be applied to invoices after <u>32 days</u>. 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.

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MSC Initials: Date: 8/27/14

Client Initials: MB Date: 8/27/14

### **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 it's 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 it's 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: _	94	Date:	9/27/14	-
Client Initials:	MUD'	Date:	3/27/14	-

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agreement, including those relating to the hiring, training, supervision or retention of personnel, of MSC, it's 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.

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MSC Initials: Date: 5/27/14

Client Initials: Date: 3/27/14

## **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 <a href="mailto:contracts@morrisonsecurity.com">containing description of service</a>, 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: M
Print Gienn Kilderiel	Print: M. Ital Band
Title: VICE PRESIDENT	Title: Execution Oil
Date: 8/27/14	Date: \$27/14

MSC Initials: Date: 8/27/14

Client Initials: Mg Date: 6/27/14