

### LAS VEGAS • CHICAGO • FLORIDA

Nationwide Protection Prevention and Safety (708) 389-2400 Corporate

#### MASTER SECURITY SERVICE AGREEMENT

Morrison Security Corporation, Inc. ("MSC") an Illinois corporation, licensed by the State of Illinois Department of Financial and Professional Regulation, will provide security personnel to Wheaton Park District with a principal business address of 102 E. Wesley Street, Wheaton, Illinois 60187 ("Client").

#### **RATES**

The rates for Security Personnel and related services are set forth in the attached Addendum, which may be amended by mutual written consent of MSC and Client. Holiday pay for holidays recognized by 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. MSC Holidays are: New Years Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Requests for service made within 72 hours of the service start time will be at established at time and one-half, unless otherwise agreed by MSC and Client.

#### **TERMS**

Client will be invoiced weekly. Payment of invoices will be made <u>NET 14</u>; 1½% per month service charge shall be applied to undisputed invoices after 7 days. The rates quoted in this agreement and any addenda 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; provided that Client must agree to any such adjustment prior to them taking effect. Client agrees to pay all reasonable costs and reasonable attorney fees incurred by MSC should MSC need to proceed in those manners to collect any payment due. MSC shall have the right to increase its rates once per annum, by no more than 6% unless agreed in writing by Client.

#### SCOPE OF SERVICES

This agreement and any Addenda attached hereto, collectively set forth the Security Services to be performed, as well as dates/times of service, and can only be changed with the written approval of MSC and Client. 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 ("Confidential Information"), shall remain Client's property and shall be kept confidential by MSC and shall not use Confidential Information outside the scope of MSC duties for the Client.

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#### **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, local law and regulations (including and 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 Client's facilities, in accordance with applicable laws and regulations. Client acknowledges that MSC personnel are invitees to Client's property and shall adequately protect such MSC personnel from personal injury or sustaining property damage.
- c. Client may reasonably remove, or request that MSC remove, any employee assigned to Client's premises provided such removal is not in violation of law. In the event an MSC employee is removed at Client's direction or request, Client agrees to indemnify and hold MSC harmless from all claims, demands, liabilities, judgements, losses, suits, damages, fines, penalties and expenses, including reasonable attorney fees and defense costs (hereinafter collectively "claims") that may arise therefrom.
- 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 representatives will directly supervise the personnel provided to Client at Client facilities.

#### HIRING

Client agrees that it will not 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 during the term of this agreement, or allow any of its contractors or vendors to solicit or hire any employee of MSC for the term of this agreement and 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 Client's 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, injury 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 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 caused by the sole negligent acts or omissions by MSC.
- e. If at Client's 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 therefrom, including, but not limited to, claims arising from negligent acts or omissions, 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.

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#### **FORCE MAJEURE**

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

#### **INSURANCE**

- a. MSC shall maintain, for its own protection, General Liability, Automobile and Workers Compensation Insurance.
- b. Client agrees to assume all risk of loss or damage to its premises, business and property and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees 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. 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.

#### **GOVERNING LAW**

Regardless of the state of performance, this Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois. The parties will submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois.

#### 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.

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#### **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 provided in writing by both parties for those additional locations. Service requests for additional locations or events must be made with completion of a separate schedule addenda or via email to <a href="cdilger@morrisonsecurity.com">cdilger@morrisonsecurity.com</a> containing description of service, service location, schedule, agreed rate and authorized client contact information. (Emergency service requests with less than 24 hour notice to service date must be made via telephone to MSC at 708 389-2400).

#### **CANCELLATION**

Client and MSC reserve the right to cancel this agreement with a <u>30-Days</u> written notice sent via certified mail, via overnight courier, or personally delivered or email to <u>cdilger@morrisonsecurity.com</u> with written confirmation. The date of receipt / confirmation shall serve as the beginning of the <u>30-Days</u> notice. All outstanding invoices are due to MSC immediately upon notice of cancellation by either party. Full payment is due, upon receipt of the invoice(s), for services performed through the final date of service, per the cancellation notice. Failure of Client to provide immediate payment in full of any outstanding invoice(s) will be grounds for immediate termination of services by MSC.

	Wheaton Park District	Morrison Security Corporation			
Name:	Daniel Novak Director of Athletics and	Name:	Carrie A. Dilger President		
Title:	Facilities	Title:			
Signature:	ight The	Signature:	Carrie A. Dilger	.i. 11:1	
Date:		Date:	April 02, 2025		



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### LAS VEGAS • CHICAGO • FLORIDA

Nationwide Protection Prevention and Safety (708) 389-2400 Corporate

#### **ADDENDUM - ILLINOIS**

This Addendum, dated **April 2**, **2025**, is made a part of the Master Security Services Agreement between Morrison Security Corporation, Inc. and **Wheaton Park District (Client)**. All other 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 at an hourly rate of \$30.00 per hour. NOTE: 8 hour minimum shift required.

#### **SERVICE LOCATION**

Wheaton Park District: 208 W Union, Wheaton, IL 60187

DATES/TIMES

EVENT 1: Taste of Wheaton 2025 / 208 W. Union / Overnight Park Security (2 Officers)

- Wednesday 6/4 start 4pm Thursday 6/5 8am
- Thursday: 6/5 start 9pm- Friday 6/6 end 9am
- Friday: 6/6 start 9:30pm Saturday 6/7 end 6am
- Saturday: 6/7 start 9:30pm Sunday 6/8 end 11am

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#### SITE CONTACT

#### Dan Novak

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

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Nationwide	Protection	Prevention	and	Safety
(7	708) 389-2400 C	orporate		

**Wheaton Park District** 

**Morrison Security Corporation** 

Name:

**Daniel Novak** 

Carrie A. Dilger Name:

Title:

**Director of Arrowhead Operations** 

Title:

President

Signature:

Signature:

Date:

Date:

April 02, 2025



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#### SERVICE TYPE/RATE

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#### **SERVICE LOCATION**

Wheaton Park District: 208 W Union, Wheaton, IL 60187

<u>DATES/TIMES</u>

EVENT 2: Shakespeare in the Park 208 W. Union / Overnight Park Security (2 Officers)

- Monday: 8/25 start 4:00pm- Tuesday 8/26 end 9am
- Tuesday: 8/26 start 4:00pm- Wednesday 8/27 end 9am
   Wednesday: 8/27 start 4:00pm- Thursday 8/28 end 9am
- Thursday: 8/28 9am-5pm
- Thursday: 8/28 start 5pm Friday 8/29 end 9am
- Friday: 8/29 9am-5pm
- Friday: 8/29 start 5pm Saturday 8/30 end 10am
- Saturday: 8/30 9am-5pm
- Saturday: 8/30 start 5pm Sunday 8/31 end 9am

#### SITE CONTACT

#### Dan Novak

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

IL-MSC Service Addendum

MSC Initials Carrie A. Dilger

Client Initials \_\_\_\_\_



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**Wheaton Park District** 

**Morrison Security Corporation** 

Name:

**Daniel Novak** 

Name:

Carrie A. Dilger

Title:

Director of Arrowhead Operations

Title:

President

Signature

Date:

Signature:

Date:

April 02, 2025

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#### CERTIFICATE OF LIABILITY INSURANCE

OP ID: JESS

DATE (MM/DD/YYYY) 04/01/2025

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(les) 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). CONTACT Central Insurance Agency, Inc. 877-242-9600 Central Insurance Agency, Inc. PHONE (AJC, No, Ext): 877-242-9600 FAX (A/C, No): 877-243-8995 PO Box 1047 Smithtown, NY 11787 E-MAIL ADDRESS: certificates@clainsures.com George Gavaris INSURER(S) AFFORDING COVERAGE HAIC # 44776 INSURER A: StarStone Specialty Ins. Co. INSURER B : Amerisure Mutual Insurance Co INSURED Morrison Security Corporation Inc. 12334 S Keeler Ave Alsip, IL 60803-1813 23396 INSURER C: Westfield Specialty Insurance 16992 INSURER D : INSURER E : INSURER F : 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. ADDL SUBR POLICY EFF POLICY EXP NSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 WSGL002727 04/01/2025 04/01/2026 Errors & Omission 5,000 MED EXP (Any one person) Assault & Battery X 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE X POLICY JES LOC 3,000,000 PRODUCTS - COMP/OP AGG OTHER. B COMBINED SINGLE LIMIT (Ex accident) AUTOMOBILE LIABILITY 1,000,000 ANY AUTO 1928914 04/01/2025 04/01/2026 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY İΧ BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED ONLY NON-OWNED AUTOS ONLY Α UMBRELLA LIAR Х 5,000,000 OCCUR EACH OCCURRENCE WSGU000707 X EXCESS LIAB 04/01/2025 04/01/2026 CLAIMS-MADE AGGREGATE 10,000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETORIPARTNER/EXECUTIVE OFFICERIMEMBER EXCLUDED? (Mandatory in NH) il yes, describe under the control of operations below 192891400-25 04/01/2025 04/01/2026 1,000,000 E L EACH ACCIDENT 1,000,000 FI DISEASE - EA EMPLOYEE 1,000,000 E L DISEASE - POLICY LIMIT Crime CML-A4V6ZR4-P0325 04/01/2025 04/01/2026 Limit 1,000,000 1st & 3rd DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance Only CERTIFICATE HOLDER 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. Wheaton Park District 855 West Prairie Avenue Wheaton,, IL 60197 **AUTHORIZED REPRESENTATIVE** 

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### **CLIENTPOINT DOWNLOAD RECEIPT**

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