



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

| | |
|-------------|-------------------------------|
| File Number | 49652801 |
| Entity Name | ALARM DETECTION SYSTEMS, INC. |
| Status | ACTIVE |

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 21 April 1970

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

CONNIE L BUSBY

Address

1111 CHURCH ROAD
AURORA , IL 60505

Change Date

Friday, 9 April 2004

Annual Report

Filing Date

Thursday, 17 March 2022

For Year

2022

Officers

President

Name & Address

ROBERT A BONIFAS 1111 CHURCH RD AURORA IL 60505

Secretary

Name & Address

AMY BECKER SAME

Assumed Name

ACTIVE

ALARM DETECTION INDUSTRIES, INC.

ACTIVE

PARKLAND PROTECTIVE SERVICE, LTD.

ACTIVE

MIDWEST ALARM SYSTEMS, INC.

ACTIVE

NORTH SHORE SECURITY SYSTEMS

ACTIVE

FOX SECURITY SERVICES

ACTIVE
ILLINI SECURITY SYSTEMS, INC.

08/18/1992
ALARM DETECTION SYSTEMS OF ILLINOIS, INC.

Change of Registered Agent and/or Registered Office

3/3

Alarm Detection Systems**PO ALLOCATIONS****7/1/22 - 12/31/22****Building Maintenance / Water & Sewer / Parking**

| Account Numbers | Amount |
|--|---------------------|
| BUILDING MAINTENANCE | |
| 1001-43790-711-530660 | \$ 4,306.98 |
| 1001-43790-713-530660 | \$ 2,999.52 |
| 1001-43790-714-530660 | \$ 970.62 |
| 1001-43790-717-530660 | \$ 312.00 |
| BLDG. MAINT. TOTAL (Gen. Contractuals): | \$ 8,589.12 |
| WATER DEPT. | |
| 5040-43730-776-530660 | \$ 2,877.54 |
| WATER TOTAL (Gen. Contractuals): | \$ 2,877.54 |
| PARKING DEPT. | |
| 5060-43770-788-530660 (HC) *see note | \$ 2,349.08 |
| HOLLEY COURT SUB-TOTAL: | \$ 2,349.08 |
| 5060-43770-784-530660 (Ave) * see note | \$ 822.08 |
| AVENUE GARAGE SUB-TOTAL: | \$ 822.08 |
| 5060-43770-783-530660 (OPRF) * see note | \$ 1,166.54 |
| OPRF GARAGE SUB-TOTAL: | \$ 1,166.54 |
| PARKING TOTAL (Gen. Contractuals): | \$ 4,337.70 |
| | |
| REPAIRS | |
| 1001-43790-711-540674 | \$ 500.00 |
| 1001-43790-713-540674 | \$ 500.00 |
| BLDG MAINT TOTAL (Repairs): | \$ 1,000.00 |
| 5040-43730-776-540674 | \$ 500.00 |
| WATER TOTAL (Repairs): | \$ 500.00 |
| OVERALL TOTAL: | \$ 17,304.36 |

** Note: Sean Kean in Parking stated that extra money for unforeseen repairs will be added to the PO but will come out of the General Contractuals account # (530660). Each garage will be allocated \$500 for repairs (\$1,500 total).*



Passion to *protect*

May 27, 2022

Village of Oak Park
Kevin Jackson, Village Manager
123 Madison St.
Oak Park, IL 60302

Dear Kevin,

ADS will renew the present agreement, which goes through May 31, 2022 until December 31, 2022.

Below you will find the monthly billing per account as well as the overall total.

| | |
|----------------------------------|------------|
| 125117 Parking Services Division | \$65.41 |
| 138427 1119 North Blvd | \$52.00 |
| 149048 Pumping Station | \$99.95 |
| 149049 207 Garfield | \$99.95 |
| 19944 102 N Lombard | \$279.69 |
| 19949 Public Works Facility | \$499.92 |
| 156365 720 North Blvd | \$53.67 |
| 43270 100 N Euclid | \$54.39 |
| 68648 FD Station 2 | \$55.79 |
| 68802 FD 900 S East Ave | \$51.59 |
| 139500 1125 W Ontario | \$308.18 |
| 151172 OPRF HS Parking Garage | \$111.09 |
| 129770 Village Hall | \$652.42 |
| Total | \$2,384.05 |

ADS understands that the Village intends to request renewal of the Agreement with ADS at one of the June board meetings. The new contract period would begin on January 1st 2023, if the Village Board approves the agreement.

Thank you,

A blue ink signature of Mellissa Hodgetts, written in a cursive style.

Mellissa Hodgetts
Customer Care Supervisor
MAH:860



Security



Access



Fire



Video

Alarm Detection Systems

| 1/1/22 - 6/30/22 | |
|--|---------------------|
| Building Maintenance / Water & Sewer / Parking | |
| Account Numbers | Amount |
| 1001-43790-711-530660 | \$ 4,974.48 |
| 1001-43790-713-530660 | \$ 2,999.52 |
| 1001-43790-714-530660 | \$ 970.62 |
| 1001-43790-717-530660 | \$ 312.00 |
| B.M. SUB-TOTAL: | \$ 9,256.62 |
| 5040-43730-776-530660 | \$ 2,877.54 |
| WATER SUB-TOTAL: | \$ 2,877.54 |
| 5060-43770-788-530660 (HC) | \$ 1,849.08 |
| 5060-43770-788-530660 (HC - for repairs)* | \$ 1,833.46 |
| H.C SUB-TOTAL: | \$ 3,682.54 |
| 5060-43770-784-530660 (Ave) | \$ 322.02 |
| 5060-43770-784-530660 (Ave - for repairs)* | \$ 1,477.98 |
| AVE. SUB-TOTAL: | \$ 1,800.00 |
| 5060-43770-783-530660 (OPRF) | \$ 666.54 |
| 5060-43770-783-530660 (OPRF - for repairs)* | \$ 2,950.92 |
| OPRF SUB-TOTAL: | \$ 3,617.46 |
| PARKING SUB-TOTAL: | \$ 9,100.00 |
| 1001-43790-711-540674 | \$ 2,000.00 |
| 1001-43790-713-540674 | \$ 2,500.00 |
| SUB-TOTAL: | \$ 4,500.00 |
| 5040-43730-776-540674 | \$ 500.00 |
| SUB-TOTAL: | \$ 500.00 |
| TOTAL: | \$ 26,234.16 |

** Note: Sean Kean in Parking stated that extra money for unforeseen repairs will be added to the PO but will come out of the General Contractuals account # (530660). Price is shown separately.*

Item C
Approved[Sign in](#)

Oak Park

2nd yr of 3 yr contract

Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #: RES 19-26

Name:

Type: Resolution

Status:

Consent Agenda

In control:

President and Board of Trustees

On agenda: 3/4/2019

Final action:

Title:

A Resolution Approving a Three Year Professional Services Agreement with Alarm Detection Systems, Inc. for Burglar and Fire Alarm System Monitoring and Maintenance for Village-Owned Buildings in an Amount Not to Exceed \$35,000.00 Annually, Authorizing its Execution and Waiving the Village's Bid Process

Attachments:

1. Resolution-ADS, 2. ADS Agreement, 3. Attachment A - ADS Scope of Work, 4. ADS - Attachment B, 5. Attachment-ADS-Sec of State

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving a Three Year Professional Services Agreement with Alarm Detection Systems, Inc. for Burglar and Fire Alarm System Monitoring and Maintenance for Village-Owned Buildings in an Amount Not to Exceed \$35,000.00 Annually, Authorizing its Execution and Waiving the Village's Bid Process

Overview

The Village's current Burglar and Fire Alarm monitoring and maintenance company is Alarm Detection Systems, Inc. (ADS). ADS provides services for the following Village-owned buildings: Village Hall, Public Works Center, three fire stations, three pump stations, Village-owned parking structures (including OPRF parking garage), Dole Learning Center and Metra Station.

Staff Recommendation

Approve the Resolution.

Fiscal Impact

Sufficient funding for Burglar and Fire Alarm system monitoring and maintenance services for Village-owned buildings is included in the FY2019 Budget in various Public Works and Parking Department General Contractual accounts.

If approved, expenditures with ADS for burglar and fire alarm system monitoring and maintenance services for Village-owned buildings would not exceed \$35,000.00 in fiscal year 2019 and the two subsequent years (\$28,335.48 total monthly cost plus \$6,664.52 contingency for unforeseen required repairs to any Burglar and Fire Alarm components).

Background

ADS is the sole source vendor for the equipment associated with the burglar and fire alarm systems due to the radio frequency (RF) mode of transmission that is required for these buildings. ADS is also the current vendor under contract with the West Suburban Consolidated Dispatch Center (WSCDC) for direct connect alarms in the Village of Oak Park.

The following is general information regarding the services provided by ADS:

Burglar and Fire Alarm Repair Program:

Emergency Service: ADS will respond to a call for repair of alarm equipment as needed. Response will be on the same day or next day basis unless otherwise agreed to by VOP personnel.

Parts and Labor: ADS will provide for no cost for labor and repair service including material cost for customer-owned security systems.

Repair Plan Limitations: ADS is not responsible for replacement of equipment, parts or labor, which is necessary due to improper use, misuse, abuse, vandalism, lightning or any other Acts of God.

Monitoring of alarm signals:

Burglar Alarms: ADS, upon receipt of an alarm signal from a subscriber's premises, is authorized by the subscriber or its representatives to attempt to verify whether or not an emergency condition exists. If the ADS Central Station believes that an emergency may exist, they will then make a reasonable effort to notify the police or Fire Department having jurisdiction. ADS shall make a reasonable effort to notify the subscriber or its designated representative by telephone or other means unless ADS has been instructed to do otherwise by subscriber.

Holdup/Duress Alarms: ADS, upon receipt of an alarm signal from a subscriber's premises, will then make a reasonable effort to immediately notify the Police Department having jurisdiction.

Fire Alarms: ADS, upon receipt of an alarm signal from a subscriber's premises, will then make a reasonable effort to immediately notify the Fire Department having jurisdiction. ADS shall make a reasonable effort to notify the subscriber or its designated representative by telephone or other means unless ADS has been instructed to do otherwise by the subscriber.

Trouble/Supervisory Signals: ADS shall make a reasonable effort to notify the subscriber or its designated representative by telephone or other means unless ADS has been instructed to do otherwise by the subscriber. If unable to reach the subscriber, ADS shall notify the fire department having jurisdiction.

Alternatives

The Village could have solicited proposals from other qualified alarm system installation companies to install RF alarm circuitry, however, the alarms would not be monitored directly by WSCDC. Instead, the alarms would be monitored by an off-site location which would increase response time (in essence, creating a "middle-man" scenario" whereby the monitoring company would have to call WSCDC if an alarm is triggered). Because of the existing agreement between ADS and WSCDC, ADS is the preferred vendor.

Previous Board Action

The Village Board approved a five-year Professional Services Agreement (PSA) with ADS in May of 2013.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

This item will be brought forth to the Village Board prior to the end of this agreement, December 31, 2021.

Intergovernmental Cooperation Opportunities

The Village is currently taking advantage of the Intergovernmental Cooperation Opportunities with WSCDC and River Forest, which is the host community for WSCDC.

Performance Management (MAP) Alignment

This work is in alignment with the Governance Priority established for the Public Works Department for Maintenance and Service Programs.

ORIGINAL

RES 19-26 C 030419

RESOLUTION

**A RESOLUTION APPROVING A THREE YEAR PROFESSIONAL SERVICES AGREEMENT
WITH ALARM DETECTION SYSTEMS, INC. FOR BURGLAR AND FIRE ALARM SYSTEM
MONITORING AND MAINTENANCE FOR VILLAGE-OWNED BUILDINGS
IN AN AMOUNT NOT TO EXCEED \$35,000.00 ANNUALLY, AUTHORIZING
ITS EXECUTION AND WAIVING THE VILLAGE'S BID PROCESS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that a three year Professional Services Agreement ("Agreement") with Alarm Detection Systems, Inc. for burglar and fire alarm system monitoring and maintenance for Village-owned buildings is approved in an amount not to exceed \$35,000.00 annually, the Village Manager is authorized to execute the Agreement in substantially the form attached and the Village's bid process is waived for a sole source vendor.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 4th day of March, 2019, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------|-----|-----|---------|--------|
| President Abu-Taleb | ✓ | | | |
| Trustee Andrews | ✓ | | | |
| Trustee Boutet | ✓ | | | |
| Trustee Button | ✓ | | | |
| Trustee Moroney | ✓ | | | |
| Trustee Taglia | ✓ | | | |
| Trustee Tucker | ✓ | | | |

APPROVED this 4th day of March, 2019.

1


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this 1st day of June, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Alarm Detection Systems, Inc., an Illinois corporation (hereafter the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITAL

WHEREAS, the Village intends to have professional burglar and fire alarm monitoring and maintenance services performed by the Contractor at all Village-owned facilities pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR.

2.1. This Agreement consists of professional services for burglar and fire alarm monitoring and maintenance at all Village-owned facilities ("Services") as set forth in the "Scope for Work," attached hereto and incorporated herein as Attachment A and Contractor's "Additional Terms and Conditions," attached hereto and incorporated herein as Attachment B. The Village shall approve the use of subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement.

2.2. The Contractor shall submit to the Village all reports, documents, data, and information set forth as part of this Agreement. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of Contractor's Scope of Work and/or Contractor's Additional Terms and Conditions and this Agreement, Contractor's Scope of Work and/or Contractor's Additional Terms and Conditions shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates Carol Harris as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contractor. Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate Contractor for the Services in an annual amount not to exceed \$27,216.36 ("Contract Price"). Contractor shall be paid installments not more frequently than once each month. Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by

the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.4. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.5. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement ("Final Payment"). The acceptance by Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Contractor for additional compensation for Services.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect on June 1, 2019 and shall expire at 11:59 p.m. on December 31, 2021. This Agreement shall renew for thirty (30) days periods unless terminated by either party pursuant to this Section 4.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") incurred by the Village, its officers, officials, agents, employees and volunteers to the extent caused by a negligent act or omission in the performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its

subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
 - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:

| | |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| Personal Injury | \$ 1,000,000.00 |
 - iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly employed by the Contractor.
- (B) **Professional Liability:**
 - i. Per Claim/Aggregate \$2,000,000.00
 - ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.
- (C) **Workers' Compensation:**
 - i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- (D) **Comprehensive Automobile Liability:**
 - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:

| | |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

- (E) Umbrella:
1. Limits:
Each Occurrence/Aggregate \$2,000,000.00
- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Contractor understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

8. FORCE MAJEURE.

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

10. STANDARD OF CARE.

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services in a manner consistent with that degree of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar circumstances at the same time and in the same or similar locality.

10.2. The Contractor shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections to meet the applicable standard of care resulting from its negligent errors, omissions, or acts without additional compensation. The Village's acceptance of any of Contractor's professional Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.

10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

10.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary so that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS

5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

10.6. The Contractor shall be liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body to the extent caused by Contractor's negligent acts, errors, or omissions in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth

herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. by providing any and all responsive documents to the Village.

11.3. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in the Village's development, promotional and other materials which include the Contractor's Work Products.

11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or

practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Contractor from providing engineering Services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that fail to meet the applicable standard of care and to take action necessary to bring Contractor and the Services into compliance with this Agreement;

14.1.2. The Village may accept Services that fail to meet the applicable standard of care, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and

administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

15. NO COLLUSION.

15.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile or electronic transmission to the persons and addresses indicated below or to such

other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Facsimile: (708) 358-5101
Email: villagemanager@oak-park.us

If to the Contractor:

Carol Harris
Alarm Detection Systems, Inc.
1111 Church Road
Aurora, IL 60505
Facsimile: (630) 299-1184
Email: charris@adsalarm.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS, FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. The effective date of this Agreement shall be June 1, 2019.

23. AUTHORIZATIONS.

23.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of Incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Date: May 3, 2019

ATTEST:



By: Vicki Scaman
Its: Village Clerk

Date: 5/3, 2019

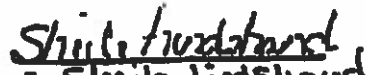
ALARM DETECTION SYSTEMS, INC.



By: Robert E. Zak
Its: VP

Date: 5-13, 2019

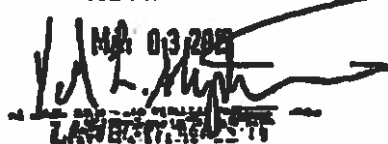
ATTEST:



By: Sheila Lindstrand
Its: Sales Support

Date: 5/20, 2019

RECEIVED AND APPROVED
ASTORIA


MAY 03 2019
DAVID L. SMITH
CITY CLERK

ATTACHMENT A – ADS Scope of Work

Alarm Detection Systems, Inc. (ADS) – Corporate Overview

- ADS has provided security services for over 50 years.
- ADS is privileged to serve over 30,000 Commercial and Residential accounts throughout Northern Illinois, Southern Wisconsin and Northwestern Indiana.
- ADS employs over 250 associates dedicated to providing you the highest level of customer service available in our industry.
- ADS is able to fully service all your security needs through our sales, design, installation and repair departments.
- ADS owns and operates one of the few Underwriters Laboratories (UL) and Factory Mutual (FM) approved Central Station Monitoring Centers in the area providing monitoring services 24 hours a day, 365 days a year.
- ADS operates in excess of 110 vehicles to help insure timely service to our customers.
- ADS electronic components utilized in your system design have been fully researched, tested and approved by UL and additionally tested in accordance with our own "in house" policies and procedures.
- ADS is a full service security provider specializing in burglar alarm, fire alarm, closed circuit television and access control systems as well as high security locks, safes and related hardware.

BURGLAR ALARM AND FIRE ALARM REPAIR PROGRAM

Emergency Service Response: Should your system require technical on site attention, ADS will respond to your location making any appropriate equipment repair and/or replacement. On site repair service is supplied on a same or next day basis.

Parts and Labor: The cost of materials and labor associated with the service call are completely included no matter what time of day service is required.

Repair Plan Limitations: Exclusions from the repair program are costs of materials and labor occurring as a result of improper system use, misuse, abuse, vandalism, or Acts of God specifically including lightening damage.

NOTE:

Fire Alarm Repair Service will be provided on a time and material basis at the following locations beginning June 1, 2019:

- | | |
|-----------------------|------------------|
| • Metra Station | 1119 North Blvd. |
| • Public Works Dept. | 201 South Blvd |
| • Oak Park Fire Dept. | 100 N. Euclid |

- Oak Park Fire Dept. 900 S. East
- The Avenue Parking Garage 720 North Blvd

Fire Alarm Testing:

On an annual basis, ADS will schedule an appointment with you to inspect and test every fire alarm device on the premise to check the integrity of the fire alarm system. ADS will then complete an NFPA (National Fire Protection Association) test form and forward it to you and to the fire department having jurisdiction.

On locations with a fire alarm repair service agreement, if a discrepancy is found, a service technician will be dispatched and the discrepancy corrected. On locations with Time and Material Repair Service, ADS will obtain approval from you to repair the system in advance.

Burglar Alarm Testing

On an annual basis, ADS will schedule an appointment with you to inspect the burglar alarm system and the panic buttons at the Village Hall.

Burglar Alarm and Fire Alarm Monitoring

Your burglar alarm and fire alarm systems are monitored at WSCDC via Radio and some locations are monitored at ADS' UL listed central station via telephone lines.

ADS Service Charges

There will be no increase in the ADS service charges during the first, second and third years of this agreement.

ATTACHMENT B - 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, wires, 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 outside 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 established 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 expiration of Sub from another alarm company, Alarm Co shall have no duty to test signaling wires. Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglary, 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. Outing 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 representative 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 signal 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 on 15 day 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 otherwise 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 replace 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, penalties, 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, combination 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, or 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 Alarm Co's insurance required by an applicable agreement between Alarm Co and Sub, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy.

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 amount paid and obligated to be paid shall be in no event more than Alarm Co or Others insure. 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 Others' 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 other than by Sub, 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 Others' 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 Others' 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 percentages, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance.

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 heretofore and no verbal understandings or agreements 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 correct 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 commencing 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 to 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 cause 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.

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 FEE 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: _____
Authorized Representative — Alarm Co

Cara Pavlicek 5/3/19
Sub Signature Date

Approved: [Signature]
Owner — Alarmed 5/3/19

Cara Pavlicek
Sub Printed Name

REVIEWED AND APPROVED
ASTOTM

Vicki Hynes 5/3/2019
[Signature]

Village of Oak Park

Alarm Detection Systems Account Services Description

| Account | Description | Address | Burglar Repair | Fire Repair | Fire Testing | Burglar Testing | Radio | Fire Alarm | Burg Alarm | Defib Monitoring | Lease | Monthly |
|-----------|-----------------------------|--------------------|----------------|-------------|--------------|-----------------|-------|------------|----------------|------------------|-------|--------------|
| 1 128770 | Village Hall | 123 Madison | x | x | Annual | Annual | x | x | x | x | x | \$ 589.24 |
| 2 128117 | Parking Services | 123 Madison | x | | | Annual | | | Holdup | | | \$ 28.41 |
| 3 18949 | Public Works Dept. | 201 South Blvd. | x | | Annual | | x | x | x | | x | \$ 498.92 |
| 4 138437 | Main Station | 1119 North Blvd. | | | Annual | | x | x | | | x | \$ 62.00 |
| 5 138500 | Holley Court Parking Garage | 1125 W. Ontario | x | x | Annual | | x | x | x | | x | \$ 308.18 |
| 7 148948 | Public Works Water Division | 1810 N. Ridgeland | x | | Annual | | x | x | x | | x | \$ 88.05 |
| 8 148948 | Public Works Water Division | 257 Garfield | x | | Annual | | x | x | x | | x | \$ 88.95 |
| 9 188172 | OPRF H.S. Parking Garage | 157 N. Scoville | | x | Annual | | x | x | | | x | \$ 111.08 |
| 10 18944 | Public Works Water Division | 128 Lake St. | x | x | Annual | | x | x | x | | x | \$ 279.88 |
| 12 43270 | Oak Park Fire Department | 100 N. Euclid Ave. | | | Annual | | x | x | | | x | \$ 54.36 |
| 13 68948 | Oak Park Fire Department | 212 Augusta | | | Annual | | x | x | | | x | \$ 55.78 |
| 14 68948 | Oak Park Fire Department | 900 E. East Ave. | | | Annual | | x | x | | | x | \$ 53.75 |
| 15 189385 | The Avenue Parking Garage | 720 North Blvd | | | Annual | | x | x | | | x | \$ 53.87 |
| | | | | | | | | | Monthly Total: | | | \$ 2,288.03 |
| | | | | | | | | | Annual Total: | | | \$ 27,216.36 |



ALARM09

OP ID: GS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2020

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 this 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
Central Insurance Agency, Inc.
93 East Main Street
Brooktown, NY 11787
Alice Glasione

877-242-8800

CONTACT Central Insurance Agency, Inc.

PHONE 877-242-8800

FAX 877-243-8995

EMAIL certificates@centralinsure.com

INSURER A: Scottsdale Insurance Company
INSURER B: Arch Insurance Company

NAME #

41297

11150

INSURED
Alarm Detection Systems, Inc.
1111 Church Road
Aurora, IL 60001

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.

| TYPE | TYPE OF INSURANCE | POLICY NUMBER | POLICY PERIOD | POLICY PERIOD | LIMITS |
|------|--|----------------|---------------|---------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | BC80038773 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 1,000,000 LIMIT TO RETAINED \$ 100,000 MEDICAL EXPENSE \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPRE AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> NONOWNED <input type="checkbox"/> AUTOS ONLY | | | | COMBINED SINGLE LIMIT \$ BODILY INJURY Per Person \$ BODILY INJURY Per Accident \$ PROPERTY DAMAGE Per Accident \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION: NONE | XL80114138 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under Description of Operations below | | | | PER STATE: OTH- EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |
| B | EXCESS LIABILITY | UXP10311982-01 | 07/01/2020 | 07/01/2021 | Occurrence \$ 9,000,000 Aggregate \$ 9,000,000 |

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

CERTIFICATE HOLDER

OAKPARK

Village of Oak Park
123 Madison
Oak Park, IL 60302

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

Alarm Detection Systems

| 6/1/21 - 12/31/21 | |
|---|------------|
| Building Maint. / Water & Sewer / Parking | |
| Account Numbers | Amount |
| 1001-43790-711-530660 | \$4,556.97 |
| 1001-43790-713-530660 | \$3,830.58 |
| 1001-43790-714-530660 | \$970.62 |
| 1001-43790-717-530660 | \$312.00 |
| 5040-43730-776-530660 | \$2,877.54 |
| 5060-43770-783-530660 | \$1,221.91 |
| 5060-43770-784-530660 | \$877.40 |
| 5060-43770-788-530660 | \$2,404.46 |
| \$17,051.48 | |

e of Oak Park

Detection Systems Account Services Description

| Description | Address | Burglar Repair | Fire Repair | Fire Testing | Burglar Testing | Radio | Fire Mont | Burg Mont | Defib Monitoring | Lease | Monthly |
|---------------------|--------------------|----------------|-------------|--------------|-----------------|-------|----------------|-----------|------------------|-------|--------------|
| all | 123 Madison | x | x | Annual | Annual | x | x | x | x | x | \$ 763.67 |
| Services | 123 Madison | x | | | Annual | | | Holdup | | | \$ 65.41 |
| arks Dept. | 201 South Blvd. | x | | Annual | | x | x | x | | x | \$ 499.92 |
| ition | 1119 North Blvd. | | | Annual | | x | x | | | x | \$ 52.00 |
| arks Water Division | 1010 N. Ridgeland | x | | Annual | | x | x | x | | x | \$ 99.95 |
| arks Water Division | 207 Garfield | x | | Annual | | x | x | x | | x | \$ 99.95 |
| arks Water Division | 102 N. Lombard | x | x | Annual | | x | x | x | | x | \$ 279.69 |
| Fire Department | 100 N. Euclid Ave. | | | Annual | | x | x | | | x | \$ 54.39 |
| Fire Department | 212 Augusta | | | Annual | | x | x | | | x | \$ 55.79 |
| Fire Department | 900 S. East Ave. | | | Annual | | x | x | | | x | \$ 51.59 |
| ue Parking Garage | 720 North Blvd | | | Annual | | x | x | | | x | \$ 53.67 |
| urt Parking Garage | 1125 W. Ontario | x | x | Annual | | x | x | x | | x | \$ 308.18 |
| S. Parking Garage | 137 N. Scoville | | x | Annual | | x | x | | | x | \$ 111.09 |
| | | | | | | | Monthly Total: | | | | \$ 2,495.30 |
| | | | | | | | Annual Total: | | | | \$ 29,943.60 |