

**Professional Services Agreement  
For Burglar and Fire Alarm System Maintenance and Monitoring**

This Agreement is entered into by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 (hereinafter referred to as "the Village") and Alarm Detection Systems, Inc., 1111 Church Road, Aurora, IL 60505 (hereinafter referred to as "ADS"), for burglar and fire alarm maintenance and monitoring services for all Village owned buildings.

1. Scope of Services: ADS agrees to provide the professional services, as detailed in Attachment A, entitled "ADS Scope of Work," incorporated herein. ADS is solely responsible for the indicated services and may not assign or subcontract any part of this Agreement.
2. Term: The services provided by this agreement shall be provided beginning May 21<sup>st</sup>, 2013 and shall continue through May 31<sup>st</sup>, 2018, and thereafter shall renew for successive monthly terms.
3. Termination: The Village will have the right to terminate the services of non-leased systems with 30 day written notice after the initial 5 year term. The Village will pay ADS all approved invoices up to the date of termination. Upon termination of this Agreement, ADS shall provide the Village with any work product, whether in written form or any other form, produced pursuant to this Agreement.
4. Termination for non-appropriation. This contract will be terminated automatically if the Village fails to appropriate funds for this purpose in any subsequent contract year.
5. Non-Agency: ADS acknowledges that it is an independent contractor/ consultant of the Village and not an employee. This agreement shall not be construed to create an employment relationship between the parties or to qualify ADS for any Village employee benefits.
6. Required Hours: ADS is required to perform all maintenance services between the hours of 7:00 a.m. and 5:00 p.m. Other services may be provided at the convenience of the parties.
7. Village Responsibilities: The Village will provide a list of, and access to, all locations to ADS, and such other information as ADS requires to perform the services.
8. End Product Procurement: With the exception of the leased systems and the transmitting and receiving equipment necessary for monitoring service, the Village will be the owner of the end product deliverables and of any written material, drawings, computerized information, or material in any other form which is produced as a result of performing the services detailed in this Agreement.

9. Cost of Services: The Village will compensate ADS at the established monthly rates as outlined in Attachment A entitled "ADS Scope of Work." The total amount of the services shall not exceed \$40,000.00 annually. ADS is required to monitor the amount of its invoices to ensure that the Village is not billed in excess of \$40,000.00 for the current services as listed in Attachment A. Any amounts invoiced in excess of \$40,000.00 will not be paid.

10. Billing and Payment: ADS shall submit an itemized invoice for work performed on a quarterly basis. The invoices shall provide the hours worked in 15 minute increments. The Village of Oak Park will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within 30 days of approval is 1% per month.

11. Modification: This Agreement may be modified to add or remove an account listed on Attachment A provided the total amount of the services does not exceed \$40,000 per year. Any other modification must be approved in writing.

12. ~~Exclusive Agreement~~. This is the sole agreement for alarm services between the parties. All other agreements are hereby terminated and replaced with this service agreement.

*ATTACHMENT B AND ITS TERMS AND CONDITIONS ARE INCORPORATED INTO THIS AGREEMENT*  
Village of Oak Park

By: *Cara Pavlicek*  
Cara Pavlicek  
Village Manager

REVIEWED AND APPROVED  
AS TO FORM

MAY 14 2013

*Anna M. Reed*  
LAW DEPARTMENT

Alarm Detection Systems, Inc  
By: *[Signature]*  
Print Name: ROBERT E LUSIC  
Title: VP

## Attachment A - ADS Scope of Work

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

- ADS has provided security/fire alarm services for over 40 years.
- ADS has the privilege of serving over 30,000 Commercial and Residential accounts throughout Northern Illinois, Southern Wisconsin, and Northwestern Indiana.
- ADS employs over 200 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, and installation and service departments.
- ADS is the approved alarm vendor for the West Suburban Consolidated Dispatch Center (WSCDC). In addition, 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 115 plus 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, wet/dry sprinkler/backflow testing, fire extinguishers, closed circuit television, and access control systems as well as high security locks, safes and related hardware.

#### **BURGLAR ALARM AND FIRE ALARM SYSTEM REPAIR SERVICE PROGRAM:**

Emergency Service: We will respond to a call from your location for repair of this equipment as needed. Response will be on a same day basis unless otherwise agreed to by your personnel.

Parts and Labor: We will provide for no cost labor and repair service including material cost for customer-owned alarm system.

Maintenance Plan Limitations: Alarm Detection Systems, Inc. is not responsible for equipment, parts or labor which is necessary due to improper use, misuse, abuse, vandalism, lightning or any other Acts of God.

- **NOTE: On customer-owned Simplex fire alarm control systems where Simplex programming may be required, the repair issues will be called to the Subscriber's attention and a quote will be given for the repair.**

#### **FIRE ALARM ANNUAL INSPECTION AND TESTING:**

- This preventive maintenance plan consists of an annual inspection of your system comprising of a top to bottom check of the controls, sensors, batteries, and other components that make up your fire alarm system.
- This test includes not only an electrical measurement of all operating circuits, but a live system test. Rates for this plan vary according to the type and size of your system.

- This test is required by municipal codes.
- ADS fire inspectors are supervised by NICET certified inspectors and technicians to insure the proper methods of testing are accomplished per the local fire code.
- If a discrepancy is found and you are a subscriber of a fire alarm repair service, a service technician will be dispatched and the discrepancy corrected without any coordination needed from the subscriber. Repaired same or next day of test, at no extra cost, saving time and money.

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#### **FIRE SPRINKLER/BACK-FLOW INSPECTION AND TESTING**

- The backflow is tested by a licensed plumber and certified according to the appropriate plumbing code. The plumber provides a documented report of the test.
- The wet sprinkler inspection is performed by a licensed sprinkler contractor according to Illinois state law. The inspection covers a visual inspection of the heads from the floor level. Observations are made to ensure that the heads are not painted or obstructed by large objects. A visual inspection is made of all visible sprinkler pipes and the fire department connection. Water is then flowed through the system to ensure alarm activation and adequate water pressure. The control valves are visually inspected for leaks, and they are fully exercised. Observations are made when the control valves are exercised that a supervisory alarm is activated at the control panel within 2 revolutions of the valve handle. It is then noted that the valves are opened in the appropriate positions.
- These tests follow up on the original acceptance test at intervals specified in the appropriate chapter of the standard NFPA 25.

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#### **FIRE EXTINGUISHER INSPECTION AND TESTING (Not currently provided)**

- Portable fire extinguishers are the first line of defense in the event of a fire. ADS or subcontractor professionally trained and certified technicians will make certain that your extinguishers are in suitably located, charged and are in proper working order. We conduct annual inspections in accordance with OHSA/NFPA10 codes along with other local, state and federal codes.
- Please Note this is not "just" an inspection and tag, but includes any repair, or recharge of any extinguisher that does not meet the requirements.

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#### **EMERGENCY LIGHTING REPAIR AND TESTING (Not currently provided)**

- ADS offers a comprehensive maintenance and inspection service on previously installed lighting systems. We will inspect and test every aspect of your emergency lighting units starting with the case and finishing with the battery. You will receive a written report confirming the condition of your unit that can be used as your legal and historical service record.

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#### **MONITORING:**

Alarm Detection Systems provides monitoring of your Fire and Burglar Alarm Systems to either WSCDC or our UL listed central station via radio and/or customer phone line.

Village of Oak Park												
Alarm Detection Systems Account Services Description												
Account	Description	Address	Burglar Repair	Fire Repair	Fire Testing	Burglar Testing	Radio	Fire Mont	Burg Mont	Lease	Monthly	
1	129770	Village Hall	123 Madison	x	x	Annual	Annual				\$ 549.24	
2	125117	Parking Services	123 Madison	x		Annual	Annual		Holdup		\$ 20.41	
3	19949	Public Works Dept.	201 South Blvd.	x		Annual		x	x	x	\$ 667.17	
4	138427	Metra Station	1119 North Blvd.					x		x	\$ 36.00	
5	139500	Holley Court Parking Garage	1125 W. Ontario	x	x	Annual		x	x	x	\$ 308.18	
6	145308	Public Works Dept.	260 Madison	x	x	Annual		x	x	x	\$ 460.00	
7	149048	Public Works Water Division	1010 N. Ridgeland	x				x	x	x	\$ 79.20	
8	149049	Public Works Water Division	207 Garfield	x	x			x	x	x	\$ 79.20	
9	151172	OPRF H.S. Parking Garage	137 N. Scoville		x	Annual		x		x	\$ 111.09	
10	19944	Public Works Water Division	129 Lake St.	x	x	Annual		x	x	x	\$ 428.94	
11	16754	Dole Library	255 Augusta			Annual		x		x	\$ 132.42	
12	43270	Oak Park Fire Department	100 N. Euclid Ave.		x			x		x	\$ 36.29	
13	68648	Oak Park Fire Department	212 Augusta		x			x		x	\$ 36.29	
14	68802	Oak Park Fire Department	900 S. East Ave.		x			x		x	\$ 36.00	
									Monthly Total:		\$ 2,980.43	
									Annual Total:		\$ 35,765.16	

1. The limitation of liability and the other terms and conditions in the original Agreement are amended by the additional and modified terms and conditions in this Addendum and extended to cover this additional service and all Alarm Co equipment and services at all Sub locations.

2. 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.

3. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory).

4. 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.

5. 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.

6. Sub understands that Sub's System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor may CS have any reliable notification that such outage exists. 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.

7. 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 shall immediately report to Alarm Co any problem with System.

8. 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 is authorized by Sub to first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. 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.

9. Should Sub's representative fail to respond within thirty (30) minutes of the time that the alarm is ringing which is causing a disturbance, or an alarm which is causing a disturbance, Sub authorizes Alarm Co to use its discretion to gain entry to the premises, including forcible entry, and remedy malfunction or damage to the premises.

10. 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 or suspend service and may remove any Alarm Co owned radio equipment, wiring or other equipment from the premises, and may alternately abandon all or any portion of the System. If Sub fails to pay for any Alarm Co owned radio, equipment, wire and apparatus, or other equipment, or rental fee for such equipment (with no other services to be provided), Alarm Co will have no obligation to recover its equipment. Alarm Co will have no obligation to remove any equipment from the premises due to the removal of Alarm Co's System from the premises. The terms of this Agreement, up to cancellation date, shall remain in effect. In addition, the parties agree that it would be very difficult, if not impossible, to enforce any breach of Agreement by Sub, and the parties agree that, upon any breach, or upon premature cancellation of this Agreement, the sum of seventy-five percent (75%) of any charges incurred by Alarm Co, and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) shall be paid under this Agreement, if Alarm Co places this Agreement in collection.

11. LIMITATION OF LIABILITY It is understood that the Alarm Co, its directors, officers, shareholders, agents, assigns, employees, subcontractors, carriers, telephone companies, municipal agencies, municipal providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and

are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

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

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

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

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 it has agreed to pay a fee or premium commensurate with that risk. Sub agrees to notify its insurance company of this release.

We Protect Lives and Property

Sealed Agreement  
by ATTACHMENT B  
added - Jan



tion between the parties which occurred prior to the date of this of this Agreement and the entire agreement of the parties is a) understandings or agreement shall alter, change or modify the ent except that additional protection offered by Alarm Co to Sub pricing. Sub is not relying on any advice or advertisement of vision of this Agreement is found to be unenforceable, all other effect. It is understood and agreed that if there is any conflict purchase order, or any other Sub document, this Agreement will ler or other document is executed prior or subsequent to this med under any Sub construction-type contract or purchase order ns of this Agreement. Alarm Co may assign this Agreement Sub; however, Sub may not assign this Agreement unless such g by Alarm Co. Sub further agrees that this Agreement becomes er of Alarm Co signing a copy of this Agreement or (ii) Alarm Co d under this Agreement. Sub further acknowledges that Sub may ned by an officer of Alarm Co and that lack of such a receipt shall ise affect this Agreement. This Agreement is deemed executed in med by Illinois law and venue shall be exclusive in the Circuit uld any dispute between Alarm Co and Sub be litigated. The 1 they may have to jurisdiction or venue of any such suit, and y action between them. No suit or action shall be brought : than one year after the accrual of the cause of action. In any unist a non-residential Sub, Sub shall not be permitted to interpose n of this Agreement shall not be construed against the drafter. If m 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.