

AGREEMENT FOR PUBLIC EMERGENCY RESPONSE SERVICES

THIS AGREEMENT FOR PUBLIC EMERGENCY RESPONSE SERVICES (hereinafter referred to as "Agreement") is entered into this 9th day of November, 2023, between the Village of Oak Park, Illinois, an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as "Village"), and LA Thomas Security Corporation, an Illinois corporation with offices at Diamond Professional Offices, Suite H, 260 S. Schmidt Road, Bolingbrook, Illinois 60440 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Village currently needs to retain the services of an independent contractor to provide emergency security services for asylum seekers located in the Village of Oak Park, Illinois ("Shelter"); and

WHEREAS, the Contractor's President/Chief Executive Officer retired in 2015 from the Village of Oak Park Police Department at the rank of Sergeant and the Contractor is qualified and willing to provide such services to the Village pursuant to the terms and conditions set forth in this Agreement.

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

SECTION 1 - CONTRACTOR RESPONSIBILITIES

1.1. The Contractor shall provide emergency security services at the Shelter beginning at 5:00 p.m. on November 11, 2023 through December 4, 2023 at 11:59 p.m. at the direction of the Village's Police Chief or, in the event that the Police Chief is on leave, the Deputy Police Chief. For purposes of this Agreement, the Contractor's email address is athomas@latsc.com and the Police Chief's email address is sjohnson@oak-park.us and the Deputy Chief's email address is djacobson@oak-park.us. The Contractor shall provide such services between the hours of 9:00 p.m. to 9:00 a.m. during said dates and times or as directed by the Village's Police Chief or Deputy Police Chief.

1.2. The Contractor shall comply with any and all Village policies, rules, regulations, and ordinances applicable to Village contractors and shall comply with the Village's Drug Free Workplace Policy.

1.3. The Contractor shall execute any and all applicable forms in order to receive payment for the services to be provided pursuant to this Agreement.

1.4. The Contractor shall prepare and submit in a timely manner all reports, forms, memos, and notes required by the Village for the performance of any services pursuant to this Agreement.

SECTION 2 - THE VILLAGE'S RESPONSIBILITIES

2.1. The Village shall guarantee access to, and make all provisions for, the Contractor to enter the Shelter to perform its services pursuant to this Agreement.

2.3. The Village's Police Chief or Deputy Chief shall act as the Village's Representative with respect to the services to be performed under this Agreement. The Village's Police Chief or Deputy Chief shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to the services covered by this Agreement.

2.3. The Village shall give prompt written notice to the Contractor whenever the Village observes or otherwise becomes aware of any defect in the services provided pursuant to Section 18 of this Agreement.

SECTION 3 - PAYMENT FOR SERVICES

3.1. The Village will compensate the Contractor at the rate of \$84.00 per hour for up to two (2) unarmed security officers (\$42.00 per hour for each officer) to provide the services during the term of this Agreement. The total amount of compensation to be paid under this Agreement shall not exceed \$23,500.00.

3.2. The Contractor shall provide an invoice to the Village for services performed within 14 days of the last day after the last date of its services. The Contractor's invoice shall provide the dates and hours worked and a request for the services rendered. The Village shall pay all approved invoices for work performed pursuant to this Agreement within thirty (30) days.

SECTION 4 - TERM OF THIS AGREEMENT

4.1. The Contractor shall provide the services set forth in this Agreement to begin on the last date of the execution of this Agreement as reflected below through December 4, 2023.

4.2. The terms of this Agreement may be extended for additional periods of time as determined by the written agreement of the parties, duly executed as an amendment to this Agreement pursuant to the terms of Section 8 below.

SECTION 5 - TERMINATION

5.1. This Agreement may be terminated at any time by either party upon written notice delivered to the below-specified addresses pursuant to Section 18 of this Agreement.

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

SECTION 6 - INDEPENDENT CONTRACTOR

6.1. The Contractor is and shall remain for all purposes an independent contractor and shall not be deemed an employee of the Village nor shall she be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the Village.

SECTION 7 - INDEMNIFICATION.

7.1. 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 and 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.

SECTION 8 - INSURANCE

8.1. 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 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 8 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

8.2. 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	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00

- iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly employed by the Contractor.

(B) 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
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(E) Umbrella:

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (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.

8.3. 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.

8.4. 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.

SECTION 9 – NO ASSIGNMENT

9.1. The Contractor shall not assign, transfer or sublet her interest in this Agreement without the written consent of the other. The Contractor is solely responsible for the provision of the services to the Village pursuant to this Agreement.

SECTION 10 - AMENDMENTS AND MODIFICATIONS

10.1. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time.

10.2. 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.

SECTION 11 - STANDARD OF CARE

11.1. The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Village shall base its determination of the Contractor's fulfillment of this obligation on accepted professional nursing standards.

SECTION 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 13 - ENTIRE AGREEMENT

13.1. This Agreement sets forth all the covenants, conditions and promises between the parties.

13.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 14 - GOVERNING LAW AND SEVERABILITY

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

14.2. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 15 - CAPTIONS AND SECTION HEADINGS

15.1. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 16 - NON-WAIVER OF RIGHTS

16.1. No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

SECTION 17 - BINDING AUTHORITY

17.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

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 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:

Police Chief
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: sjohnson@oak-park.us

If to the Consultant:

Anthony Thomas
LA Thomas Security Corporation
P. O. Box 435
Bolingbrook, IL 60440-0435
Email: athomas@latsec.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 electronic transmission shall be effective as of date and time of 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 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.

SECTION 19 - EFFECTIVE DATE

19.1. The effective date of this Agreement shall be the last date of its execution by one of parties as reflected below.

SECTION 20 - COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

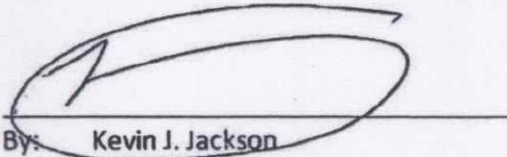
20.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

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

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

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of its effective date.

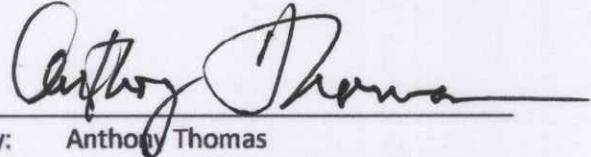
VILLAGE OF OAK PARK



By: Kevin J. Jackson
Its: Village Manager

Date: November 9, 2023

LA THOMAS SECURITY CORPORATION



By: Anthony Thomas
Its: President/Chief Executive Officer

Date: November __, 2023

REVIEWED AND APPROVED
AS TO FORM



NOV 09 2023
LAW DEPARTMENT