

Whelan Security of Illinois, Inc.
1699 S. Hanley Road
St. Louis, MO 63144

SERVICE AGREEMENT

Racine County Human Services, hereinafter referred to as the Client, and Whelan Security of Illinois, Inc., hereinafter referred to as "Whelan Security" or "Whelan", hereby mutually agree as follows:

PURPOSE: The purpose of this Agreement is to establish a continuing relationship that is cooperative in nature; to help provide the Client with a system of protection for its assets and employees against certain hazards.

APPOINTMENT: The Client hereby agrees to use Whelan Security's services at the following location(s):

1717 Taylor Ave.
Racine, WI 53403

DUTIES: Whelan Security will provide staffing for Client's security needs, as determined by Client. Whelan Security will not be responsible for assessing or determining the security needs of the Client, and Whelan Security's duties shall be limited to providing security personnel as and when requested by the Client pursuant to the terms of this Service Agreement.

SERVICE PERIOD: Service will commence on the 1th day of January 2019, and will continue until terminated by either party upon thirty (30) days written notice.

COSTS: The Client agrees to pay Whelan Security for its services in accordance with the following rate structure for all hours worked by Whelan Security employees.

Security Officer	Mon-Thur: 3p-8p Friday: 2p-7p 25 HOURS PER WEEK	\$14.00/Hour	\$19.99/Hour
Extra Weekend Coverage	TBD	\$16.00/Hour	\$22.81/Hour* *With 30 Days Notice

All applicable sales and use taxes shall be added to each invoice (if applicable). One and one half the normal rate will be charged for any Client requested overtime or additional services (including schedule changes) with less than seventy-two (72) hours prior notice and any hours worked on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A minimum charge of four (4) hours will be charged for any shifts with less than four (4) hours per shift.

Quotations are guaranteed subject to the sole exception of increases which will occur automatically and proportionately as wages, wage related expenses and fringe benefits are increased as a result of or in response to (1) any increase in the applicable Federal and/or State minimum wage requirement (2) any increase in legally required employer contributions or payments (including, but not limited to, increases in the employer's contribution for workmen's compensation, unemployment compensation, and social security), (3) any increased costs related to the Patient Protection and Affordable Care Act (healthcare reform), or any other statutory increases. Notwithstanding the aforementioned, Whelan Security may, in its sole discretion, adjust the fees on an annual basis using the Consumer Price Index Inflationary rate.

TERMS: All proper invoices presented to the Client for services will be due and payable upon receipt. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be received by Whelan Security in writing from the Client within ten (10) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by the Client.

If Client fails to pay within thirty (30) days of receipt of any properly submitted invoice, Client hereby agrees to pay late charges at the rate of 1.5% per month on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, Whelan Security will be entitled to recover from the Client all of its cost of collection, including reasonable attorney's fees.

Notwithstanding anything to the contrary, Whelan Security may terminate or suspend services at any time upon forty-eight (48) hour prior written notice to Client due to Client's unreasonable failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition of Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. For purposes of this paragraph, time is of the essence. In the event Whelan Security terminates or suspends service due to non-payment or bankruptcy, Client agrees to pay Whelan Security an amount equal to thirty (30) days average billing in addition to all other remedies and costs provided in this Agreement. Further, Whelan Security will not be responsible for any losses incurred as a result of the suspension of services. Client will assume responsibility for any such losses.

SERVICE HOURS: The hours of service are as defined by the Client. Upon acceptance by Whelan Security of the schedule, these hours will then be deemed normal. Normal hours can be changed immediately upon oral and written notice to Whelan Security. Any personnel transfer will be at the sole discretion of Client, subject to Whelan Security's sole and absolute right as employer-at-will to discharge or remove any of its employees.

INDEPENDENT CONTRACTOR: Whelan Security is an independent contractor and neither Whelan Security nor its officers, agents or employees are in law or in fact, employees of Client. Whelan Security assumes full responsibility for compliance with all applicable laws, ordinances, and regulations related to Whelan's employees.

FORCE MAJEURE: Whelan Security shall not be liable to Client, its officers, directors, employees, agents, guests, invitees or any third party and, to the fullest extent permitted by law, Client hereby releases Whelan Security, its stockholders, directors, officers, employees and agents for any property loss, economic loss or personal injury (including death) resulting from Whelan Security's delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of Whelan Security, its employees and agents, including but not limited to any act of God, active shooter incident, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage or governmental seizure.

INSURANCE: Whelan Security maintains an insurance program for its own protection that includes commercial liability, workers compensation, and business auto coverage. Whelan warrants that the commercial liability and business auto coverage plans carry minimum limits of \$1,000,000 per occurrence and workmen's compensation as required by statute.

It is understood and agreed that Whelan Security agrees to indemnify and hold harmless Client for claims, suits, or causes of action caused by the direct and gross negligent acts of Whelan employees while performing agreed upon duties. It is expressly understood and agreed that any indemnity obligation on the part of Whelan Security shall only exist to the extent such obligation is covered by insurance proceeds. Client will defend and indemnify Whelan Security against any loss in connection with this Agreement to the extent the loss is caused by the negligence of Client, its employees, or agents.

~~The Client hereby agrees that in the event Whelan Security or its employees are requested to operate a vehicle owned, leased, or controlled by the Client, Whelan Security and its employees shall be included as additional insured on the Client's automobile liability insurance which policies shall be primary and exclusive.~~ The Client shall indemnify and hold harmless Whelan Security and its employees from any claim arising from use of said vehicle(s). The Client shall obtain liability coverage from its liability insurance carriers effectuating the indemnity terms of this paragraph and shall keep the same in force during the term of this Agreement. Copies of Client's certificates of insurance are hereby requested by Whelan Security. *mm* *gh* *aw*

LIABILITY: Whelan Security agrees that the services it furnishes under this Agreement shall be in conformity with practices which are generally current in the security industry. It is understood that Whelan Security is not an insurer; and the parties agree that Whelan Security makes no warranty, express or implied, that the services it furnishes will prevent or minimize the likelihood of loss or occurrences or the consequences therefrom which the services are designed to mitigate. Whelan Security's responsibility is solely limited to providing physical security services and Whelan Security has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Whelan Security shall provide services as agreed upon by Whelan Security and Client. If Client alters any instructions or directions given by Whelan Security to any security officers or if Client assumes any supervision of the security officers, Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend, and hold harmless Whelan Security from and against any and all losses, claims, expenses, or damages arising from or relating to the actions or omissions of such security officers. In addition, it is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties or obligations are intended or created by this Agreement as to third parties not a *WJ*

signatory hereto. Whelan Security's services shall not give rise to or confer any rights on any third party, and Client agrees to indemnify, defend, and hold harmless Whelan Security against any claims by third parties. It is understood that Whelan Security does not authorize and shall not be bound by Client's representations to third parties concerning Whelan Security's services; and Whelan Security assumes no liability for Client's agreements with third parties concerning security.

Each party hereto, on behalf of itself, its stockholders, officers, employees, agents and contractors, and its and their insurers, waive any all rights to subrogation of any and all claims and losses to the fullest extent permitted by law.

Notwithstanding anything contrary herein Whelan Security shall not be liable to Client for any (i) injury (including death) to any person arising from a slip, trip or fall while on or near the premises of client. It is expressly understood and agreed that Whelan Security is not responsible for performing any maintenance services including but not limited to building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and agreed that Whelan Security is not required or requested to report any maintenance needs or failures to client.

To the fullest extent permitted by law, Client agrees to assume full liability for and maintain adequate insurance coverage, naming Whelan Security as an additional insured thereon ~~(notwithstanding the cause therefore)~~, for bodily injury or property damage resulting from any occurrence or condition on Client's premises, including without limitation, "Hazardous properties" or nuclear material. "Hazardous properties" includes radioactive, toxic, dangerous, biological, or explosive properties, materials and conditions. "Nuclear material" means source material, special nuclear material or by-product material, whether located at any site, owned or operated by any customer, or contained in "spent fuel" or "waste" possessed, handled, used, processed, stored, transported, or disposed of by customer. *me*

EMPLOYEES: It is agreed that Whelan Security is not an employment agency and that the service it renders is made possible only by a substantial investment in advertising, recruiting, screening, testing, and training personnel to be effective employees at the Client's facilities. Therefore, in consideration of the moneys Whelan Security has invested in these employees, it is agreed that in the event the Client employs any Whelan Security personnel, other than through Whelan Security, for security purposes or any task directly or indirectly related thereto, during the period of this Agreement or within one (1) year from the date of termination of service provided by Whelan Security, the Client will pay Whelan Security the sum of two thousand dollars (\$2,000.00) per employee. *JD*

SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ENTIRE AGREEMENT: This Agreement, together with the proposal from Whelan Security dated 12/3/18, which is incorporated by reference understanding between the parties, constitutes the entire Agreement and understanding between the Parties, and supersedes any and all prior or other Agreements, oral and written, between Whelan Security and Client. No representations, inducements, promises or otherwise between the Parties not embodied herein will be of any force and effect. Any alteration, modification, or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party.

Client hereby consents to the exclusive jurisdiction of any state or federal court located within the County of St. Louis, State of Missouri and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Client accepts for and of itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Client agrees to accept service served by certified mail, return receipt requested, mailed to the billing address or the Client's last known address, if different, such service being hereby acknowledged by Client to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Witness our signatures this 200 day of JANUARY, ~~2018~~ ²⁰¹⁹ ~~1/2/19~~ ^{1/2/19}

Execution by the individuals below indicates their authority to bind their respective organizations to this contract.

Racine County Human Services
By: [Signature]
Name: JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE
Title: _____

Whelan Security ~~Co.~~ of Illinois, Inc. ~~1/2/19~~ ^{1/2/19}
By: [Signature]
Name: GRAY TWANSON
Title: PROSIDENT

Date 1/2/19
Certified to be correct as to form

[Signature]
Vanda M. Christensen
1/2/19

By [Signature]
Racine County Corporation Council

REVIEWED BY FINANCE DIRECTOR
[Signature] 1/2/19
Sign Date

Witness our signatures this _____ day of _____, 2018.

Execution by the individuals below indicates their authority to bind their respective organizations to this contract.

Racine County Human Services

Whelan Security Co.

By: [Signature]
Name: JONATHAN DELAGRAVE
Title: RACINE COUNTY EXECUTIVE

By: _____
Name: _____
Title: _____

Date 1/2/19
Certified to be correct as to form

By [Signature]
Racine County Corporation Counsel

[Signature]
Wendy M. Christensen
Racine County Clerk
1/2/19

REVIEWED BY FINANCE DIRECTOR

[Signature] 1/2/19
Sign Date