



MPI-K9 Security
www.mpik9.com

Security Contract Agreement

This Security Contract ("Contract") is made and entered into on this 5th day of August, 2024 (the "Effective Date"), between MPI-K9 Security, referred to as "Contractor," and The Village of Poplar Grove, referred to as "Client."

Services Provided:

- a. Contractor agrees to provide guard services at the premises of Poplar Grove Village Hall (200 N. Hill Street, Polar Grove, IL, USA).
- b. Security services shall be from 7:00PM – 10:00PM, or mutually agreed upon by Contractor and Client.
- c. 1 (one) guard shall be present at the rate of \$35.00 per hour.
- d. Contractor shall maintain a suitable number of trained guards to fulfill the obligations under this Contract.

Obligations of the Contractor:

- a. Contractor shall provide competent and reliable guards who are trained to handle emergency situations and are knowledgeable about safety protocols.
- b. Contractor shall ensure that the guard is appropriately uniformed and identifiable to the Client and its staff.
- c. Contractor shall maintain regular communication with the Client to address any concerns or issues related to security services promptly.
- d. Contractor shall comply with all applicable laws, regulations, and industry standards regarding security services.

Obligations of the Client:

- a. Client shall provide Contractor with all necessary access to the premises, including keys, codes, and other relevant information, to perform the security services effectively.
- b. Client shall promptly notify Contractor of any changes in the schedule, special events, or any other relevant information that may affect the provision of security services.
- c. Client shall cooperate with Contractor's security guards, provide them with necessary assistance, and follow their instructions in case of an emergency.

Fees and Payment:

- a. Client agrees to pay Contractor the agreed-upon fees for the security guard services provided, as outlined in the attached Terms and Conditions. (<https://www.mpik9.com/terms-conditions-of-purchase/>)
- b. Payment shall be made by the Client to the Contractor within 7 days from the date of receipt of an invoice.

Termination:

- a. Either party may terminate this Contract by providing written notice to the other party with 30 days' notice.
- b. Either party may terminate this Contract immediately if the other party breaches any material term or condition of this Contract.
- c. Upon termination, Contractor shall promptly remove all personnel and equipment from the premises.

Confidentiality:

Both parties agree to maintain the confidentiality of any sensitive information disclosed during the course of this Contract, including but not limited to security procedures, access codes, and any other proprietary information.

Indemnification:

Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its affiliates, officers, directors, employees, subcontractors, agents and/or representatives (collectively, with respect to the party entitled to indemnification under this section, the "Indemnified Parties") from and against any and all third party claims, actions, liabilities, demands, losses, damage, judgement, costs and expenses or other obligation or right of action, including without limitation reasonable attorneys' fees incurred by any of the Indemnified Parties, to the extent arising as a result of (a) breach of any provision of this Contract by the Indemnifying Party or its employees or subcontractors, or (b) anything done or omitted to be done through the negligence, default, or misconduct of the Indemnifying Party or of its affiliate, officers, directors, employees, subcontractors, agents and/or representatives.

Insurance:

Contractor shall maintain the following insurance coverages:

- (a) Worker's Compensation Coverage for its Security Officers in the sum of One Million Dollars (\$1,000,000.00) for each occurrence.
- (b) General Liability Insurance in the sum of One Million Dollars (\$1,000,000.00) for each occurrence.

Prior to performing any services under this Contract, Contractor must provide a certificate of insurance to Client evidencing the coverage required under this Contract.

Attorneys' Fees and Disbursements:

If any party engages an attorney (including the use of in-house counsel) in connection with any action or proceeding (including, without limitation, any arbitration or mediation proceeding) to enforce or construe this Agreement, the court or arbitrator, as the case may be, may award the prevailing party in such action or proceeding its reasonable attorneys' fees, legal costs and disbursements. If different parties are the prevailing parties on different issues, the court or arbitrator, as the case may be, may apportion the attorneys' fees, legal costs and disbursements in proportion to the value of the issues decided for and against the parties.

Independent Contractor:

Nothing in this Contractor constitutes Client and Contractor as employer or employee, the intent of the parties being that the relationship between them is that of client and

independent contractor for all purposes. Contractor has no authority to and may not incur obligations or liability of any kind in the name of, or for the account of, Client. Contractor agrees to indemnify, defend, and hold harmless Client to the extent of any obligation imposed on Client to pay any withholding taxes, social security, unemployment or disability insurance or similar items, including interest and penalties thereon, in connection with any payments made to Contractor by Client pursuant to this Agreement and/or resulting from Contractor being determined not to be an independent contractor.

Governing Law:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any disputes arising under this Contract shall be subject to the exclusive jurisdiction of the courts of Illinois.

Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Security Contract as of the Effective Date.

Kipton Bucey
Deputy Chief
MPI-K9 Security & Protection Dogs
8/5/2024

Owen Costanza
Village of Poplar Grove
8/5/2024
