

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into by and between the City of Waukesha Public Library, Wisconsin (hereinafter referred to as the "Library") and Elite Protection Specialists, LLC (hereinafter referred to as "Contractor")

WHEREAS, the Library desires to engage the Contractor to provide private security services at the Waukesha Public Library located at 321 Wisconsin Avenue, Waukesha, Wisconsin; and

WHEREAS, Contractor is willing to provide private security services to the Waukesha Public Library;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to provide private security services to the Library, including but not limited to patrolling the library and acting as a liaison with the City of Waukesha Police Department and other local law enforcement agencies as necessary. Services shall be provided at the Waukesha Public Library, located at 321 Wisconsin Avenue, in the City of Waukesha. Contractor shall provide professional security personnel based on the schedule set forth on Exhibit A, attached hereto and incorporated herein by reference. In the event the Library requests services for special events in addition to the scheduled services set forth in Exhibit A, and EPS can provide such services, said services shall be rendered for the hourly fee set forth in paragraph three (3) of this agreement. Contractor shall follow generally accepted industry practices, professional standards and guidelines in the performance of its obligations under this agreement.

2. **Time of Performance.** Contractor shall commence performance on January 1, 2019. Services shall be provided by Contractor to the Library through December 31, 2019, or until such time as either party terminates this agreement by providing notice as required hereunder.

3. **Method of Payment.** The Library will compensate Contractor for services rendered as follows: Contractor shall be paid a fee of \$23.00 per hour for services rendered under this agreement. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on all compensation paid under this Agreement. Contractor shall submit requests for payment in a form acceptable to the Library and in conformance with its policies. Contractor shall provide such backup information for its payment requests as may be reasonably requested by the Library. The Library shall have forty-five (45) days from receipt of any payment request to make payment to Contractor.

Contractor shall comply with the requirements of the Worker's Compensation Act of Wisconsin and shall provide Worker's Compensation Insurance to protect the Contractor from and against any and all Worker's Compensation claims arising from the performance of services under the Agreement. The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Contractor all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence. This insurance coverage must extend to all levels of subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor. Contractor shall furnish the City with a certificate of insurance in a form satisfactory to the City and City shall be named as an additional insured.

C. The policies required above shall be primary insurance, and any insurance carried by the Library, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which Library may immediately terminate this Agreement, or at its discretion, Library may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Library shall be repaid by Contractor to Library upon demand, or Library may offset the cost of the premiums against any monies due to Contractor from City.

6. **Indemnification.** The Contractor shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damage to person or property occasioned by the acts or omissions of Contractor or its subcontractors arising out of or in any way connected with the performance of services under this Agreement. Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where

CONTRACTOR



Date: 11/05/2018

President

Title:

CITY OF WAUKESHA
Public Library

Board President

Board Secretary

