

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**FIRST AMENDMENT TO THE FIRST RENEWAL
OF THE ARMoured COURIER SERVICES AGREEMENT**

(Davis Bancorp, Incorporated)

This FIRST AMENDMENT TO THE RENEWAL OF THE ARMoured COURIER SERVICES AGREEMENT ("**First Amendment**"), is entered into as of October 1, 2020 ("**Effective Date**"), between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**"), and Davis Bancorp, Incorporated, an Illinois corporation, P.O. Box 1690, Barrington, Illinois 60010 ("**Vendor**" or "**Davis**") and together with the Board, individually, a "**Party**" and collectively, the "**Parties**".

RECITALS

- A. The Board and Vendor entered into that certain Armoured Courier Services Agreement for a term commencing on April 1, 2018 and continuing through June 30, 2020, with the Board having three (3) options to renew the Agreement for periods of one (1) year each ("**Original Agreement**") (authorized by Board Report No. 18-0321-PR9);
- B. The Board exercised its first and second options to renew the Original Agreement, and the Parties entered into that certain Renewal Agreement for a term commencing on July 1, 2020 and continuing through June 30, 2022 authorized by Board Report 20-0422-PR11 ("**First Renewal Agreement**"). The Original Agreement and the First Renewal Agreement shall be collectively referred to herein as the "**Existing Agreement**"; and
- C. Pursuant to the terms of the Agreement, the Board desires to amend the Existing Agreement to include provisions related to pre-advisement scheduling and pickups to minimize in-person interaction between the Vendor and CPS school personal in response to COVID-19 and to reduce pricing as set forth herein. The Original Agreement and the First Renewal Agreement, as amended and renewed by this First Amendment shall be referred to collectively herein as the "**Agreement**."

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and the mutual covenants contained herein, the Parties agree as follows:

- 1. **Defined Terms.** All defined and/or capitalized terms used herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.
- 2. **Amendment to Exhibit A, Section A (Armored Car Transportation Pickup Services), Sub-Section 4 (Scheduling)**: As of the Effective Date of this First Amendment, Exhibit A, Section A, Sub-Section 4, titled, "Scheduling" is amended to add the following information:
 - a. Pre-Advisement Scheduling. Upon request by the Board, all Pickups by Davis may be changed to a pre-advisement scheduling routine. During this time, the then-current Pickup and Delivery Activity Schedule will be suspended, and all Pickups will only occur when the Board directs a Pickup Request directly to Davis ("Pre-Advisement").
- 3. **Amendment to Exhibit B-1, Payment Schedule, "List of Rates" table**: As of the Effective Date of this First Amendment, under Exhibit B-1, Payment Schedule, the "List of Rates" table is amended to add the Additional List of Rates which shall be payable for Services performed in accordance with Pre-Advisement Scheduling, with the inclusion of certain minimum charges or compensation to Davis, as set forth in Exhibit B-1, Attachment 1 attached hereto and incorporated into this First Amendment.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

4. **Amendment to Original Agreement, Section 3, "Scope of Services"**: As of the Effective Date of this First Amendment, the following shall be added as a new section 3.4 of the Original Agreement:

3.4 Restrictions and Requirements:

Vendor shall only provide in-person Services at any time during the Term, including during full or partial/hybrid closure of CPS schools due to COVID-19: (1) as set forth on Exhibit A and as expressly approved by the District Treasurer; (2) in compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Public Health Department ("CDPH"); (3) in compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning.

5. **Amendment to Original Agreement, Section 12.2, "Compliance with Laws"**: As of the Effective Date of this First Amendment, Section 12.2, "Compliance with Laws" of the Original Agreement is hereby deleted in its entirety and replaced with the following:

12.2 Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., City of Chicago and Cook County Minimum Wage Ordinances, including applicable Executive Order(s) and Board(s) Resolutions, the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules, including, but not limited to, all health, safety and COVID-19-policies, guidelines, requirements and protocols as set forth above in Section 3.4, and tuberculosis testing, and warrants that Vendor, and any individual who Vendor assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu/>

6. **Maximum Compensation Amount:** For the avoidance of doubt, the maximum compensation payable to Vendor during the Renewal Term shall not change and shall not exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), inclusive of all reimbursables, if any ("**Maximum Compensation Amount**"), without the prior approval of the Board and a written amendment to this Agreement signed by authorized representatives of both Parties.
7. **Freedom of Information Act.** Vendor acknowledges that this First Amendment and all related documents are a matter of public record and is subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this First Amendment shall be posted on the Board's internet website.
8. **Entire Agreement.** Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect during the Renewal Term.
9. **Counterparts and Electronic Signature.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

IN WITNESS WHEREOF, the Parties have entered into this First Amendment by their duly authorized representatives as of the Effective Date.

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

DocuSigned by:
Jonathan Maples

DDA11008D0234D7...
Jonathan Maples, Chief Procurement Officer

DAVIS BANCORP, INCORPORATED

By: *[Signature]*

Name *Catie Wilch*

Title: *Vice President*

Date: *10/09/2020*

Date: November 23, 2020

20-0325-RS1, as amended by 20-0624-RS1 and
20-0923-RS1.

Approved as to legal form: DS
SP DS
JG DS
TB

DocuSigned by:
Joseph T. Moriarty

571EC59C33144C5...
Joseph T. Moriarty, General Counsel

Attachment:

Exhibit B-1, Attachment 1: Additional List of Rates

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT B-1
ATTACHMENT 1

ADDITIONAL LIST OF RATES

<u>Individual Service</u>	<u>Per transaction Service Charge unless otherwise noted</u>	<u>Comment</u>
Pre-Advisement Pickup Rate	\$33.00	Rate for each Nutrition or Internal Account pickup set by Pre-Advisement (for each CPS location) and delivery to designated bank.
Level 1 - Monthly Base Rate*	\$6,500.00	Monthly Base Rate if total Nutrition and Internal Account Pre-Advisement pickup trips are between 0-400 within a given month.
Level 2 - Monthly Base Rate*	\$5,000.00	Monthly Base Rate if total Nutrition and Internal Account Pre-Advisement pickup trips are between 401-600 within a given month.
Level 3 - Monthly Base Rate*	\$3,000.00	Monthly Base Rate if total Nutrition and Internal Account Pre-Advisement pickup trips are between 601-800 within a given month.
Level 4 - Monthly Base Rate*	\$1,500.00	Monthly Base Rate if total Nutrition and Internal Account Pre-Advisement pickup trips are between 801-1,400** within a given month.

* No Monthly Base Rate of any amount will be charged during the months of July and August.

** If total Nutrition and Internal Account Pre-Advisement pickup trips exceed 1,401 within a given month, no monthly base rate shall be charged.