

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

THIRD AMENDMENT TO THE STUDENT TRANSPORTATION SERVICES AGREEMENT

(Latino Express, Inc.)

This Third Amendment to the Student Transportation Services Agreement ("**Third Amendment**") is entered into as of the date last signed below ("**Effective Date**") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, (the "**Board**" or "**CPS**"), and Latino Express, Inc., with principal place of business located at 3230 W. 38th Street, Chicago, IL 60632 (the "**Vendor**").

RECITALS

- A. The Board and Provider entered into that certain Student Transportation Services Agreement for a term commencing on August 1, 2020 and continuing through July 31, 2023 (the "**Original Agreement**") (authorized by Board Report No. 20-0527-PR12);
- B. The parties now desire to amend the Original Agreement to increase the maximum compensation amount and to amend certain terms as is set forth in further detail below. This Amendment and the Original Agreement shall be referred to herein as the "**Agreement**".

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

1. **Definitions.** Any and all capitalized terms shall have the same meaning as defined in the Original Agreement unless otherwise defined herein.
2. **Amendment to Maximum Compensation Amount:** Section 4(A) "Maximum Compensation Amount" of the Agreement is hereby deleted in its entirety and replaced with the following:

Amended Compensation. Compensation for Services during the Term shall be payable in accordance with the schedule and method as set forth in the "Pricing for Services Exhibit", which is attached to the Original Agreement and incorporated herein as Exhibit B. During the Term, the total aggregate compensation payable by the Board to all vendors for these Services authorized under Board Report No. 20-0527-PR12, inclusive of any reimbursable expenses, shall not exceed the amount stated on the Board Report cited on this signature page of this Third Amendment ("**Amended Total Maximum Compensation**"), as it may be amended. It is understood and agreed that the Total Maximum Compensation referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement.

In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Services and deliverables not provided. All reimbursable expenses, if any, must be specifically identified in Exhibit A and Exhibit B. Except for reimbursable expenses specified in Exhibit A and Exhibit B, there shall be no additional reimbursement for expenses. Vendor must submit original receipts and proof of payment that is acceptable to the Board for any and all claimed reimbursables at the time of invoicing. Canceled checks, debit, or credit card statement copies are considered as proof of payment. It is understood and agreed that the Board shall have the right to deny payment of any invoiced expense that is not substantiated by a paid receipt or some other proof of payment that is acceptable to the Board.

3. **Amendment to Audit Terms:** Section 26 "Audit and Record Retention" of the Agreement is hereby deleted in its entirety and replaced with the following:

Audit and Records Retention: Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement, or its agents for compliance by the Vendor with this Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Specifically, Vendor shall tender payroll records to the Board within five (5) business days of receiving a request from the Board for such records, in order for the Board to audit and confirm that wages were properly rendered in accordance with the Agreement. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Vendor for the cost of such audit. Vendor shall maintain all records related to the Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda and other data, regardless of type or medium (including emails or other electronically stored data) relating to the Agreement and Vendor's performance of Services. All records referenced above shall be retained for at least five (5) years after the termination or expiration of the Agreement and shall be subject to inspection and audit by the Board, subject to modification by the terms of the Agreement. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

4. **Entire Agreement.** Except as expressly provided in this Third Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect.
5. **Counterparts and Electronic Signature.** This Third 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.

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IN WITNESS WHEREOF, the Parties have entered into this Third Amendment by their duly authorized representatives as of the last date written below.

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

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✓/h

LATINO EXPRESS, INC.

DocuSigned by:
By: Patricia Hernandez
Patricia Hernandez
Acting Chief Procurement Officer

Date: August 19, 2022

By: [Signature]
Name: Henry Cardenio
Title: President
Date: 8/18/2022

Board Report No. 22-0622-RS4

Approved as to legal form: ^{DS} ES ^{DS} ✓/h

DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty
General Counsel

