

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**SECOND AMENDMENT TO
THE SSCA CLAIMS ADMINISTRATION AGREEMENT**

(KCC Class Action Services, LLC)

This Second Amendment to the SSCA Claims Administrator Agreement ("**Second Amendment**") is entered into as of the date last signed below ("**Effective Date**") by and 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 KCC Class Action Services, LLC, with principal offices located at 1 McInnis Parkway, Suite 250, San Rafael, California 94903 (the "**Vendor**"). The Board and Vendor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

- A. The Board and Vendor entered into that certain SSCA Claims Administrator Agreement (the "**Original Agreement**") for an original term commencing on October 15, 2021 and continuing through August 31, 2022, with the Board having no options to renew (authorize by Chief Procurement Officer Request 21-1014-CPOR-7735); and
- B. The Board and Vendor entered into a certain First Amendment to the SSCA Claims Administrator Agreement ("**First Amendment**") to amend the term and compensation of the Original Agreement commencing on November 1, 2021 and continuing through October 31, 2022 (Board Report No. 22-0427-PR14). The Original Agreement and the First Amendment shall be collectively referred to herein as the "**Existing Agreement**;" and
- C. The Board now desires to extend the term and amend the compensation of the Existing Agreement as set forth herein, and Vendor accepts and agrees to this Second Amendment on the terms and conditions hereinafter set forth. The Existing Agreement and this Second Amendment shall be collectively 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 in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.
- 2. **The Term Section in the Existing Agreement is hereby amended:**

Renewal Term Extension: The Parties agree to amend the Existing Agreement and extend the Renewal Term by an additional five (5) months; the Renewal Term is hereby extended beginning October 31, 2022 and continuing through March 31, 2023 ("**Extended Term**"), unless terminated sooner as provided in the Existing Agreement.

- 3. **Scope of Services:** During the Extended Term, Vendor shall continue to provide those Services in accordance with the terms and conditions of the Existing Agreement.

- 4. **The Compensation Section in the Existing Agreement is hereby amended:**

Amendment to Maximum Compensation Amount: Section 3 "Maximum Compensation " of the First Amendment is hereby amended as follows:

3 Amended Compensation. The total maximum compensation payable to Vendor during the Term is hereby increased from Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to Three Hundred and Ten Thousand and 00/100 Dollars

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(\$310,000.00) ("**Amended Maximum Compensation Amount**"). This Amended Maximum Compensation Amount shall apply to the Term ending on March 31, 2023 until and in such case as the Parties execute a First Renewal Agreement. With the exception of this change to Maximum Compensation, all other provisions in Section 3 remain unchanged.

5. **Entire Agreement:** Except as expressly provided in this Second Amendment, all terms and conditions of the Existing Agreement shall remain in full force and effect during the Second Amendment.
6. **Counterparts and Electronic Signatures:** This Second 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 document. A signature delivered by facsimile or other electronic means shall be considered binding on both Parties.
7. **Board Approval:** This Second Amendment is subject to approval by the members of the Board of Education of the City of Chicago

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

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KCC CLASS ACTION SERVICES, LLC

DocuSigned by:
By: Miguel del Valle
Miguel del Valle, President

By: [Signature]
Name: Daniel Burke
Title: EVP Class Actions

DocuSigned by:
Attest: Susan Narrajos
Susan J. Narrajos, Secretary

Date: 1/24/23

Date: February 2, 2023 | 4:48:39 PM CST

DocuSigned by:
By: Pedro Martinez
Pedro Martinez, Chief Executive Officer

Board Report No.: 22-1026-PR20

Approved as to legal form: CO ES

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