



**ARMORED CAR SERVICES AGREEMENT**

**THIS ARMORED CAR SERVICES AGREEMENT ("Agreement") is entered into this 1<sup>st</sup> day of July, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Davis Bancorp, Incorporated, an Illinois corporation (hereinafter referred to as the "Contractor" or "Davis").**

**RECITALS**

**WHEREAS, the Village intends to have armored car services performed by the Contractor pursuant to Contractor's Proposal attached hereto and incorporated herein by reference; and**

**WHEREAS, the Village finds it to be in its best interest to utilize Contractor's services for armored car services.**

**NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:**

**1. RECITALS INCORPORATED.**

The above recitals are incorporated herein as though fully set forth.

**2. SERVICES OF THE CONTRACTOR.**

**2.1. The Contractor shall provide the professional services as set forth in the Contractor's Proposal.**

**2.2. The Contractor shall submit to the Village all reports, programs, software, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.**

**2.3. In case of a conflict between provisions of the Contractor's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.**

2.4. **Village Authorized Representative.** The Village's Chief Financial Officer or the Chief Financial Officer's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. **Contractor's Authorized Representative.** In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates Richard Davis as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Village shall supply Contractor with all identification tags, necessary forms, maps, list of locations, and any other documents required by the Contractor to perform services pursuant to this Agreement.

2.7. The Village shall give prompt written notice to the Contractor whenever the Village observes or otherwise becomes aware of any defect in the services provided pursuant to this Agreement.

2.8. The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the services.

2.9. All movements represented in this Agreement will be delivered no less than one (1) business day following that of collection per the same conditions and stipulations stated hereof.

2.10. A "day of visit" to the Village location is the same day the Contractor is to arrive to the Village premises to execute inbound delivery and/or pick-up of outbound shipment.

2.11. The Village shall organize outbound shipments to match days of inbound deliveries.

2.12. It is agreed that designated days and times of service can be modified by the Contractor to promote the most efficient use of the Contractor's vehicles and most enhanced route configuration.

2.13. The Village agrees to direct shipments only as set forth in this Agreement and further accepts that the Contractor may assess additional reasonable charges as determined by the Contractor if additional shipments to this Agreement are inserted, willfully or otherwise, by the Village beyond or in addition to those set forth herein.

2.14. The Village agrees to use specific security deposit bags identified by the Contractor as part of this Agreement in order to ensure appropriate tamper evidence, liability control, and authenticated ownership, and the Village further acknowledges that election to use product other than designated by the Contractor may render part(s) or whole of this Agreement unenforceable.

2.15. The Village agrees to comply with any requests informational in nature that may arise, whether presently or in the future, as a result of law, regulation, administrative ruling, or other that governs the services rendered within this Agreement, including but not limited to, compliance, tax law, and financial services.

2.16. The Village agrees to report to the Contractor any discrepancies pertaining to the details of shipments made available online within seventy-two (72) hours of receipt.

2.17. In instances whereby the Village ships bulk coin, bulk coin identified as wrapped or unwrapped coin exceeding twenty- five (25) individual coins of any denomination, the Village agrees to utilize appropriate shipping container(s) identified by the Contractor to reasonably accommodate and safely transport greater mass, volume, and weight of aforementioned bulk coin commodity.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Contractor for the services in the amount of \$1,580.00 per four week billing cycle ("Contract Price") for the term of this Agreement. Holiday charges shall apply on all legally declared national, state, and local holidays. Observed holidays are those designated by the Federal Reserve Bank of the United States, and include, but are not permanently limited to, New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. In addition, the Village shall pay the Contractor additional charges for each request of unscheduled service. Upon automatic renewal each on the annual anniversary date of this agreement and every year thereafter, Davis may increase the monthly fee no more than the lesser of 3.0% or the increase in Chicago-Gary-Kenosha annual CPI rate for the immediately preceding calendar year.

3.2. The Contractor shall submit an itemized invoice for work performed on a monthly basis. Contractor's invoices shall provide the hours worked in fifteen (15) minute increments. The Village shall make payments to the Contractor for undisputed portions of invoices within thirty (30) days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 105/1 *et seq.* The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

3.3. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receipt of an invoice.

3.4. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.5. If the Village alters the originally agreed Schedule of Service during the term of this Agreement, the Contractor will exercise its right to assess a mutually agreed upon surcharge in addition to any agreed change in charges in Section 3.1.

3.6. The Village agrees that it will not, for a period of at least one (1) year after termination of this Agreement, hire for its own account any Personnel furnished by the Contractor to Village in the performance of this Agreement. In the event the Village shall violate the provisions of this Paragraph, the Village shall pay to the Contractor the sum of \$2,500.00 for each such person employed in violation hereof.

#### **4. TERM AND TERMINATION.**

4.1. The terms of this Agreement shall remain in effect from the Effective Date as defined herein through December 31, 2018, and shall automatically renew each calendar year unless terminated earlier in accordance with this Agreement.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

## 5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village, its officers, employees, agents or volunteers. The Contractor's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

## 6. INSURANCE.

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, employees, agents and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
  - ii. Limits:
 

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
  - iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.
- (B) **Workers' Compensation:**
- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- (C) **Comprehensive Automobile Liability:**
- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
  - ii. Limits:
 

Combined Single Limit	\$1,000,000.00
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- (D) The Village, its officers, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8.2. Notwithstanding any other provisions of this Agreement, it is agreed that the Contractor shall not be liable for any loss caused by or resulting from:

(1) Hostile or war-like action in time of peace or war, including action hindering, combating, or defending against an actual, impending, or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air force, or (b) by military, naval, and air forces, or (c) by any agent of any such government, power, authority, or forces.

(2) Any weapon of war employing an atomic fission or radioactive force whether in time of peace or war.

(3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or

customs regulations, or confiscation by order of any government of public authority, or risks of contraband or illegal transportation or trade.

(4) Nuclear reaction or nuclear radiation or radioactive contamination; all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by the Contractor or subject to the foregoing and to all other provisions of this Agreement.

(5) Inclement weather or acts of nature which prevent the Contractor from completing deliveries.

(6) Delay caused by the Village's failure to deliver the items to the Contractor at the regular service time.

(7) Shortages claimed in the contents of the sealed or locked shipments.

(8) Non-performance or delays not caused by the Contractor, but the Contractor agrees to be liable for the safety of any Property received into its possession at any time not to exceed the maximum amount set forth in the Contractor's Proposal.

(9) Failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of nature, or where during the existence of any strike or labor disturbance the Contractor determines that in its judgment the same may endanger the safety of the Village's cargo or the Contractor's vehicles or employees.

(10) Breakage of statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles.

(11) Premeditated, willing, or conscious perpetration of the loss by the Village.

## **9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.



**10. STANDARD OF CARE.**

10.1. The Contractor is responsible for the quality of services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated armored car service providers.

10.2. The Contractor shall be responsible for the accuracy of its services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Contractor's services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) year of completion of the Contractor's Services.

10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

10.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. The Contractor shall comply with the Village's drug free workplace policy and tobacco free worksite policy.

10.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the services required pursuant to this Agreement or any part thereof.

10.7. The Village agrees to notify the Contractor in writing of any claim for loss within twenty-four (24) hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within forty-five (45) days after delivery to the Contractor of the Property in connection with which the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. The Village further agrees to furnish proof of loss in a form satisfactory to the Contractor or its insurer and promptly assist the Contractor or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, the Contractor or its insurance company shall be subrogated to all the Village's rights and remedies of recovery therefore.

**11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, programs, software, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the services under this Agreement and for three (3) years after completion of the Project. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth

herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

11.4. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in the Village's development, promotional and other materials which include the Contractor's Work Products.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this

agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Contractor from providing its services to any other public or private entity or person. In the event that the Contractor provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with a service to be provided to the Village by Contractor, and the Village may select another Contractor to provide such services as the Village deems appropriate.

#### **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

**15. NO COLLUSION.**

15.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Contractor:

Richard Davis  
Davis Bancorp, Incorporated  
P.O. Box 1690  
Barrington, Illinois 60011-1690  
Email: [rdavis@davisbancorp.com](mailto:rdavis@davisbancorp.com)

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**19. BINDING AUTHORITY.**

19.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**20. HEADINGS AND TITLES.**

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be July 1, 2017.

**23. AUTHORIZATIONS.**

23.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

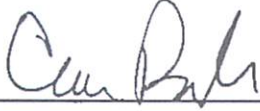
**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

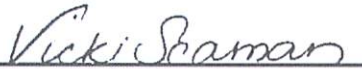
**VILLAGE OF OAK PARK**



By: Cara Pavlicek  
Its: Village Manager

Date: 6/21, 2017

**ATTEST**



By: Vicki Scaman  
Its: Village Clerk

Date: 6/21, 2017

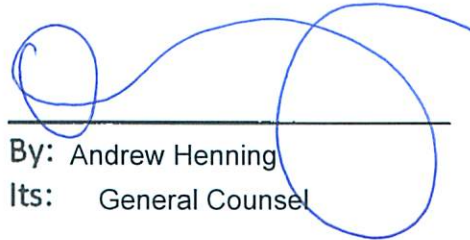
**DAVIS BANCORP, INCORPORATED**



By: Richard Davis  
Its: Vice President

Date: June 22, 2017

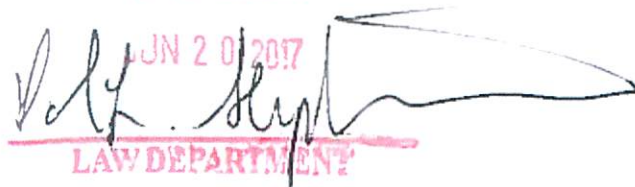
**ATTEST**



By: Andrew Henning  
Its: General Counsel

Date: June 22, 2017

**REVIEWED AND APPROVED  
AS TO FORM**



**JUN 20 2017**  
**LAW DEPARTMENT**



## EXHIBIT B

### CONTRACTOR'S PROPOSAL

(1) Davis agrees to provide Cash Processing Services pursuant to the Armored Car Services Agreement dated July 1, 2017 between the Village of Oak Park ("Client") and Davis Bancorp, Inc. ("Davis") and this Exhibit "B" for Client whereby Davis shall act as an independent contractor on behalf of Client and under a mutually agreed upon schedule process and verify Client cash and coin deposits (Deposit Verification Service) and/or prepare cash orders (Cash Order Fulfillment Service) on behalf of Client. Davis is herein authorized by Client to hold and maintain such cash and coin at Davis for this express purpose. Should this Exhibit B and the Agreement conflict, the Agreement shall govern.

(2) As an independent contractor for Client, Davis may provide Deposit Verification and Cash Order Fulfillment Services as outlined below. Davis agrees to post verification data and accept orders via its Virtual Vault portal, prepare and package respective deposits and orders for shipment, and deliver them in accordance with the terms and conditions of Client's contract with Davis, or make such orders available for pickup by Client's authorized armored carrier. It is hereby understood and agreed that when Davis is providing Cash Processing Services for Client it is acting on behalf of and as an agent of Client. Following completion of daily Deposit Verification and Change Order Fulfillment Services by Davis, deposits and orders will be secured by Davis as shipments ready for pickup and/or delivery the next business day.

SERVICE	Requested Days of Service	Shipment	Commodity
Village of Oak Park Call At: 123 Madison Street Oak Park, IL 60302 Deliver To: Forest Park National Bank & Trust Cash Vault Chicago, IL	Five (5) days per week	<u>\$30,000.00</u> (Maximum)	Deposit (Bulk Coin)
Call At:  Deliver To:		\$ _____  (Maximum)	
Call At:  Deliver To:		\$ _____  (Maximum)	

(3) The Village agrees to pay the Contractor within thirty (30) days of presentation of each period invoice. Each period is defined as exactly four (4) weeks and the charges stated in the above Schedule for the services stipulated therein and federal, state, and local taxes, where applicable, shall be added to said charges. A service charge of one and one half percent per billing period of the amount unpaid, or such lesser rate as allowed by law, is due and payable to the Contractor on all invoices not paid in full within thirty (30) days of the invoice date. For all invoices outstanding beyond thirty (30) days' the Village agrees to pay costs of collection, including reasonable attorney's fees and accrued interest, as incurred by the Contractor.

(4) The Contractor shall be responsible for the direct supervision of all Contractor Personnel through designated representatives who will be available at reasonable times to consult with the Village or its designated representatives.

(5) The services to be rendered under this Agreement by the Contractor shall be in conformity with the operating procedures mutually agreed upon and formally stipulated by the Village and the Contractor. If, at the request of the Village, Contractor Personnel are assigned duties other than those agreed to by the Contractor, the Village shall assume complete responsibility for any and all liability arising therefrom. The Contractor will remove from service as soon as a qualified replacement is available to any Personnel who, in the Village's opinion, are not qualified to perform work assigned.

(6) The compensation in Paragraph 2 above will remain in effect until each annual anniversary or in the event of change in any federal, state, or municipal legislation, regulation, administrative ruling, collective bargaining agreement, economic conditions, energy crisis, or insurance crisis affecting any change in work hours, working conditions, or the cost of performing this Agreement. The Contractor shall notify the Village in writing of the change in the charges to be billed to the Village and the effective date of the change, and the Village hereby agrees to notify the Contractor of any dispute arising thereof within fifteen (15) days of such notification of change.

(7) The Contractor reserves the right to terminate this Agreement immediately upon default by the Village in the payment of any monies due hereunder; or if at any time during the term of this Agreement there shall be filed by or against the Village in any court, pursuant to any statute, either of the United States, or of any state, territory, or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of the Village's property; or if the Village makes an assignment for the benefit of creditors.

(8) This Agreement may not be altered, modified, or amended, except in writing, properly executed by a duly authorized representative of the Contractor and the Village. This Agreement shall be governed by the laws of the State of Illinois.

(9) This Agreement is not assignable by the Village without the prior written consent of the Contractor and any attempt to do so shall be considered a unilateral termination by the Village under Paragraph 15 below. The Contractor shall have the right to assign this

Agreement to any successor in interest to the business of the Contractor, pursuant to any purchase, merger, or other reorganization.

(10) Sales representatives are not authorized to sign this Agreement for the Contractor. This Agreement shall not become binding upon the Contractor until executed by an authorized officer of the Contractor.

(11) It is agreed that the proper venue for any claims resulting from the breach of this written Agreement shall be Cook County, Illinois, and that any and all such claims shall be heard non-jury. In any matter which is brought to litigation, the prevailing party shall recover its court costs and its reasonable attorney's fees. Each party hereto hereby waives venue in federal court for any action arising out of a breach of this Agreement or for any loss or damages arising out of the services performed by the Contractor.

(12) It is agreed that the entire contents of this Agreement, including rates are confidential to the extent permitted by law. No part may be reproduced or relayed in any way whatsoever to any competitor of the Contractor.

(13) The Village agrees that the Contractor may suspend service if the Village fails to fulfill invoice obligations in full or in part, and to notify the Contractor of any discrepancies arising from any invoice within thirty (30) days after the invoice date, or else all such claims shall be deemed waived, and the Village further agrees that the Contractor shall be permitted to retain to offset against unpaid obligations, and on a dollar for dollar basis, any property of the Village which the Village shall have deposited or otherwise consigned to the Contractor for safekeeping, transport, processing, or any other purpose.

(14) Information confidential and/or sensitive in nature including, but not limited to this Agreement, processes, financial information, nonpublic personal identifying information, and other materials marked "confidential" shall not be disclosed to any third party either directly or indirectly except as otherwise provided by law. Confidential information shall be disclosed and transmitted only for the purpose of performing the duties and obligations under this Agreement.

(15) The Village hereby agrees that it shall never conceal or misrepresent any material fact or circumstance concerning information or property affected by or within service rendered by the Contractor in this Agreement.

(16) The Contractor makes no warranties, express or implied, and expressly disclaims any and all warranties.

(17) The schedule of all services to Client, as well as service outlined under this agreement, shall be performed by Davis' regular scheduled operations. If designated service day falls on a Sunday or Holiday recognized by the Federal Reserve Bank of Chicago, service shall be rendered on the next scheduled service day.

(18) This Agreement for performing the acts, services, and functions described herein is between Davis and Client.

(19) For the services stipulated herein, Client agrees to pay Davis upon presentation of periodic invoices, and federal, state, and local taxes where applicable.

(20) Client hereby acknowledges cash orders prepared by Davis shall be in accordance with standard order thresholds as established by the Federal Reserve Bank.

(21) All currency and coin described herein held in Davis' custody for Client under the terms of this Agreement shall be the property of Client after verification. Client shall have the right to take possession of the funds at any time upon reasonable advance notice to Davis.

(22) It is understood and agreed that upon verification of the contents of any items received by Davis on behalf of Client under this Agreement, and in the absence of fraud or theft, the count of Davis shall be conclusive.

(23) Davis agrees to cooperate with Client making available its video surveillance tapes, records, and other such documentation required as pertaining to a mutually agreed upon investigation, reconciliation, or research-related event.

(24) Davis shall not be liable for non-performance or delays not caused by its own fault or neglect, nor for any loss or damage arising out of non-performance of this contract or delays in the performance thereof arising from war, invasion, hostilities, riots, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, strikes, lockouts, or labor disturbances, and risks of contraband or illegal transportation or trade.

(25) Davis shall obtain and maintain at its own expense, at all times during the term of this Agreement, insurance in such amounts and against such risks as shall adequately cover the liability of Davis assumed under this Agreement. Insurance shall cover all damage or loss, except loss or damage caused by or resulting from:

- A. Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack, acts of terrorism or acts in convenience of terrorism, by any government or sovereign power (dejure or de facto), or by any authority maintain or using military, naval, or air forces; by military, naval, or air forces; or by an agent of any such government, power, authority, or forces.
- B. Any weapons or war employing atomic fission or radioactive force whether in time of peace or war.
- C. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure, or destruction under quarantine or customers regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(26) For all monies, funds, instruments and/or valuable articles covered under this Agreement Client shall promptly give written notice of any claim for loss of relevant monies,

**funds, instruments and/or valuable articles transacted under this Agreement within five (5) business days of discovery or when discovery of alleged loss should have occurred, and unless such notice shall have been given, all such claims shall be deemed waived.**

**(27) Davis agrees to provide, at its own expense, minor supplies including, but not limited to, rubber bands, money straps, coin rolls, seals, bags, receipts, sealing devices, and other such items. Client agrees to cooperate as Davis deems reasonably necessary to facilitate the terms of this Agreement.**