



November 1, 2022

Commencement Date

Catie Wloch

Account Representative

This agreement,

Dated 20 September, 2022 between Davis Bancorp Incorporated,  
Day Month Year

(Hereinafter referred to as "Davis") and Frankfort Square Park District

Doing business as (d/b/a), trading as (t/a), and/or operating under the franchise name of

Frankfort Square Park District

Whose principal corporate place of business and custody of records is located at

7524 W Braemar Lane

Street Address

Frankfort  
City

IL  
State

60423  
Zip

(Hereinafter referred to as the "Client")

Shall be governed for and in consideration of the mutual covenants and agreements and of the payments hereinafter mentioned, and the parties hereto agree to the following:

(1) The Client and Davis agree that all service performed for the Client by Davis in addition to that specified in this Agreement and its exhibits shall be performed pursuant to the provisions, terms, and conditions of this Agreement, and that the provisions, terms, and conditions of this Agreement shall determine the rights and obligations of the parties with respect to any change in service in the same manner and to the same extent as if such service had been specified in this Agreement except that Client agrees to pay Davis such additional compensation (over and above that specified in paragraph 2 below) as shall be agreed to between the parties for such change in service and further excepting that the Commencement Date of such change in service shall then become the Commencement Date in paragraph 11 for the service provided in this Agreement. The parties recognize that due to economies of scale and efficiencies of operation, the level of compensation specified in all agreements between Davis and Client together with that specified in paragraph 2 is based upon services to the Client being performed as a complete unit.

#### SCHEDULE OF SERVICES AND ATTACHED EXHIBITS

**Armored Transportation (A)**

Cash Vault Service (C)

Secure Storage (E)

Investigative / Asset Recovery (G)

**Cash Processing Service (B)**

Scheduled Courier Service (D)

Security Officers (F)

ATM Service (H)

(2) Client agrees to pay Davis the following charges plus all applicable sales, use, and/or similar taxes.

<u>Scheduled Armored Transportation</u>	<u>\$ 720.00</u>
<u>eChange</u>	<u>\$ Current Prevailing Rates</u>
<u>_____</u>	<u>\$ _____</u>

Holiday charges shall apply on legally declared national, state, and local holidays. Presently observed holidays follow those designated by the Federal Reserve Bank of the United States, and include, but are not permanently limited to, Birthday of Martin Luther King Jr., President's Day, Columbus Day, and Veterans Day. Service will not be rendered on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Client agrees to pay additional charges for each request of unscheduled service.

(3) Client agrees to pay Davis upon receipt of each invoice for 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 (1.5%) per billing period of the amount unpaid, or such lesser rate as allowed by law, is due and payable to Davis on all invoices not paid in full within thirty (30) days of the invoice date. For all invoices outstanding beyond thirty (30) days Client agrees to pay costs of collection, including reasonable attorney's fees and accrued interest, as incurred by Davis.

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

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

(6) If Client alters the originally agreed Schedule of service during the term of this Agreement, Davis will exercise its right to assess a surcharge in addition to any agreed change in charges in Paragraph 2. Client and Davis agree charges presented in Paragraph 2 are based on a variety of factors, including, but not limited to, Client's declared shipment liability, proportion of Client contracted services, number of Client endpoints, and scheduling synergies and capacity at the time of calculation.

(7) Client 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 Davis to Client in the performance of this Agreement. In the event Client violates the provisions of this Paragraph, Client shall pay the sum of \$2,500.00 for each such person employed in violation hereof.

(8) 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. Davis shall notify Client in writing of the change in the charges to be billed Client and the effective date of the change, and Client hereby agrees to notify Davis of any dispute arising thereof within fifteen (15) days of such notification of change.

(9) Davis reserves the right to terminate this Agreement immediately upon default by Client 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 Client 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 Client's property; or if Client makes an assignment for the benefit of creditors.

(10) This Agreement may not be altered, modified, or amended, except in writing, properly executed by a duly authorized representative of Davis and Client. This Agreement and its exhibits supersede all previous agreements, oral or written, between Davis and Client, and represents the whole and entire Agreement between parties. This Agreement shall be governed by the laws of the state of Illinois.

(11) This contract shall become effective on Commencement Date and shall remain in force for five (5) years from that date. Thereafter, this contract shall automatically be renewed for a like term until terminated by either party by notice of writing of intention to terminate, given at least thirty (30) days prior to the expiration date of any renewal thereof.

(12) This Agreement is not assignable by Client without the prior written consent of Davis and any attempt to do so shall be considered a unilateral termination by Client under Paragraph 16 below. Davis shall have the right to assign this Agreement to any successor in interest to the business of Davis, pursuant to any purchase, merger, or other reorganization.

(13) Davis shall be liable for loss or destruction of Proof Items but only due to its negligence up to but not to exceed \$75,000 per shipment, and only if Client microfilms or remote image captures Proof Items prior to tendering the same to Davis. In this paragraph, "shipment" means the aggregate of all Proof Items collected in one (1) vehicle. Loss to Client shall include the cost of reconstruction and the loss of interest actually sustained up to \$75,000 per shipment.

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

(15) 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 Davis.

(16) Should Client unilaterally terminate this Agreement prior to the scheduled termination date of this Agreement, then it is agreed that as liquidated damages, and not as a penalty, Client shall pay Davis an amount equal to seventy-five (75%) percent of the charges remaining to be paid through the scheduled termination of this Agreement.

(17) It is agreed that the entire contents of this Agreement, including rates are confidential. No part may be reproduced or relayed in any way whatsoever to any competitor of Davis.

(18) Client agrees that Davis may suspend service if Client fails to fulfill invoice obligations in full or in part, and to notify Davis 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 Client further agrees that Davis shall be permitted to retain to offset against unpaid obligations, and on a dollar for dollar basis, any property of Client which Client shall have deposited or otherwise consigned to Davis for safekeeping, transport, processing, or any other purpose.

(19) 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. Confidential information shall be disclosed and transmitted only for the purpose of performing the duties and obligations under this Agreement.

(20) Davis reserves its right to void this Agreement if not affected by the Commencement Date.

(21) Davis makes no warranties, express or implied, and expressly disclaims any and all warranties.

(22) If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

Client Frankfort Square Park District

By \_\_\_\_\_ Title \_\_\_\_\_

Davis Bancorp Incorporated

By \_\_\_\_\_ Title \_\_\_\_\_



(1) Davis agrees to call for and to receive from Client, or its designated agent, and to receipt therefor, sealed or locked shipments containing currency, coin, checks, securities, and other valuables (hereinafter called “Property”), and to transport and deliver same in like condition, to the consignee designated by Client between points in, and in accordance with, the following service and compensation Schedule, the charges in which are based on the liability assumed by Davis, pursuant to Paragraph 3 hereof.

(2) The Client and Davis agree that all service performed for the Client by Davis in addition to service specified in this Agreement and its exhibits, unless such service is performed pursuant to a separate written agreement between Client and Davis, shall be performed pursuant to the provisions, terms, and conditions of this Agreement and the provisions, terms, and conditions of this Agreement shall determine the rights and obligations of the parties with respect to any such additional service in the same manner and to the same extent as if such service had been specified in this Agreement.

Service	Schedule	Shipment Liability	Commodity
<b>Call At:</b> Frankfort Square Park District 7540 W Braemar Lane Frankfort, IL 60423 <b>Deliver To:</b> Old Plank Trail Bank 7626 W Lincoln Highway Frankfort, IL 60423	Up to Three (3) Designated Service Days Per Week	<u>\$2,000</u> (Maximum)	Cash Deposit
<b>Call At:</b> Davis Bancorp Cash Vault Chicago, IL <b>Deliver To:</b> Frankfort Square Park District 7540 W Braemar Lane Frankfort, IL 60423	Up to One (1) Designated Service Day Per Week	<u>\$1,000</u> (Maximum)	Change Order
<b>Call At:</b> Square Links Golf Course 7861 W St. Francis Road Frankfort, IL 60423 <b>Deliver To:</b> Old Plank Trail Bank 7626 W Lincoln Highway Frankfort, IL 60423	Up to Three (3) Designated Service Days Per Week	<u>\$2,000</u> (Maximum)	Cash Deposit
<b>Call At:</b> Davis Bancorp Cash Vault Chicago, IL <b>Deliver To:</b> Square Links Golf Course 7861 W St. Francis Road Frankfort, IL 60423	Up to One (1) Designated Service Day Per Week	<u>\$1,000</u> (Maximum)	Change Order

(3) Davis agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of Property (hereinafter called “loss”) from the time it is received by an authorized representative of Davis until such time as it is delivered to the consignee designated by the Client to receive the same, or in the event of non-delivery, until it is returned to the Client, but Davis does not assume liability for Property while in safe(s) on the Client’s premises. The sole liability of Davis in the event of loss from whatever cause, except hereinafter further limited, shall be payment to the Client of the declared value

as appears on the shipping document, which sum shall not exceed the maximum amount set forth in the schedule on page one (1) of this Agreement for the designated shipment. Client agrees with Davis that in the event of loss, it will cooperate to the fullest extent to which it is capable. It is further understood and agreed that the word "shipment" wherever used in this Agreement shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one destination address.

(4) The Client agrees to notify Davis 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 Davis 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 Client further agrees to furnish proof of loss in a form satisfactory to Davis or its insurer and promptly assist Davis or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, Davis or its insurance company shall be subrogated to all the Client's rights and remedies of recovery thereof.

(5) 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, contagion, epidemic, pandemic, public emergency (health or otherwise) 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.

(6) Davis agrees to cover with insurance the liability assumed in Paragraph 3 and a certificate of such insurance will be furnished to the Client upon written request. For the protection of Client in view of the liability assumed in Paragraph 6, Client or Davis may cancel and terminate this Agreement upon one (1) day's written notice in the event Davis' cargo insurance shall be either cancelled or substantially altered.

(7) Notwithstanding any other provisions of this Agreement, it is agreed Davis shall not be liable for any loss caused by or resulting from:

- (a) (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 Davis or subject to the foregoing and to all other provisions of this contract.
  - (5) Inclement weather or acts of God which prevent Davis from completing deliveries.
  - (6) Delay caused by the Client's failure to deliver the items to Davis at the regular service time.
- (b) Shortages claimed in the contents of the sealed or locked shipments.
  - (c) Non-performance or delays, but Davis agrees to be liable for the safety of any Property received into its possession at any time not to exceed the maximum amount stated in the schedule on page 1 hereof.

- (d) Failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance Davis determines that in its judgment the same may endanger the safety of Client's cargo or Davis' vehicles or employees.
- (e) Breakage of statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles.
- (f) Premeditated, willing, or conscious perpetration of the loss by Client.

(8) All movements represented in this Agreement will be delivered one (1) business day following that of collection per the same conditions and stipulations stated hereof. Client and Davis agree it is customary for Client to organize outbound shipments to match days of inbound deliveries, and day of visit to Client location is the same day Davis is to arrive to Client premises to execute inbound delivery and/or pickup of outbound shipment.

(9) Client and Davis agree transportation of the commodities identified herein and the cost agreed upon thereof, regardless of origin or total orders placed, shall be limited to five (5) total individual items inclusive of pickups and deliveries unless otherwise designated by authorized personnel from both Client and Davis.

(10) Client and Davis agree that all shipments, including pickups and deliveries, as well as requests for unscheduled service, will be transacted on Davis' operating route(s) and during Davis' normal business hours, as determined by Davis for the safety and security of services rendered. It is further agreed designated days and times of service can be modified by Davis to promote the most efficient use of Davis' vehicles and most enhanced route configuration.

(11) Client and Davis agree the supply of currency and coin in the financial system is predicated on external factors, including those determined by the Federal Reserve Bank, Bureau of Engraving and Printing, United States Mint, and other federal agencies. In instances Client utilizes a correspondent banking relationship for procuring cash (currency and/or coin) orders (Goods and Services), or otherwise requires Davis to participate in the procurement of these Goods and Services, both Client and Davis mutually agree the cost for these Goods and Services shall be Current Prevailing Rates as identified by Davis, and as influenced and subject to change by supply and demand considerations and other market factors. Client and Davis agree inventory for these Goods and Services shall be sourced in the manner stated herein.

(12) Client agrees to direct shipments only as stipulated in this Agreement and further accepts that Davis may assess additional reasonable charges as determined by Davis if additional shipments to this Agreement are inserted, willfully or otherwise, by Client beyond or in addition to those identified herein.

(13) Client agrees to comply with all preparation procedures identified by Davis, including the entry of what-to-expect (WTE) data identifying shipments made available by Client for pickup by Davis. It is further agreed Davis may suspend and/or otherwise alter the service schedule identified herein if Client fails to ship, prepare, or otherwise make available for pickup shipments, either inbound or outbound, from the location(s) identified herein for a consecutive period of four (4) weeks.

(14) Client agrees to use specific security deposit bags identified by Davis as part of this Agreement in order to ensure adequate container integrity, and Client further acknowledges that election to use product other than designated by Davis may render part(s) or whole of this Agreement unenforceable.

(15) Client 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 govern the services rendered within this Agreement, including but not limited to, compliance, tax law, and financial services.

(16) In instances whereby Clients ships bulk coin, bulk coin identified as wrapped or unwrapped coin exceeding twenty-five (25) individual coins of any denomination, Client agrees to utilize separate, dedicated shipping container(s) identified by Davis to reasonably accommodate greater mass, volume, and weight of said bulk coin.



(1) Davis agrees to provide Cash Processing Services to Client whereby Davis shall act as an independent contractor on behalf of Client, and under a mutually agreed upon schedule, process Client currency and coin deposits (Deposit Processing) and/or prepare change orders (eChange) on behalf of Client. Davis is herein authorized by Client to hold and maintain such currency and coin at Davis for this purpose.

(2) As an independent contractor for Client, Davis may provide Cash Processing Services as outlined below. Davis agrees to post deposit processing data and accept orders via online web portal, prepare and package respective shipments, and deliver said shipments in accordance with the terms and conditions of Client Contract with Davis, or make shipments available for pickup by armored carrier authorized by Client and approved by Davis. It is hereby understood and agreed when Davis is providing Cash Processing Services for Client it is acting on behalf of and as an agent of Client. Following completion of Cash Processing Services by Davis, shipments will be secured by Davis as shipments ready for pickup and/or delivery the next scheduled service day.

Service	Schedule	Shipment Liability
eChange	Up to One (1) Designated Service Day Per Week	\$ <u>1,000</u> (Maximum)

(3) Client hereby acknowledges eChange orders prepared by Davis shall be in accordance with standard order thresholds (full strap and box increments) and in recognition of federal holidays as established by the Federal Reserve Bank.

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

(5) 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.

(6) 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.