

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2009-0475

Multi Year:

Amount \$5,957.10

Contract Type: Contractor's Form

Contractor's Name: Dunbar Armored inc.

Contractor's AKA:

Execution Date: 12/1/2009

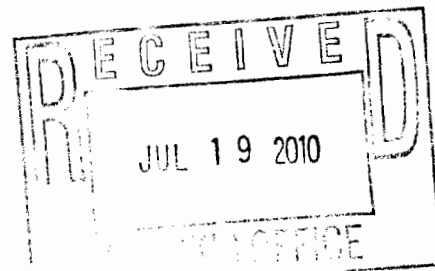
Termination Date: 1/31/2011

Renewal Date:

Department: Finance/Water Billing

Originating Person: Debbie Gerwatowski

Contract Description: Courier Service



Monday, July 19, 2010

**DUNBAR ARMORED, INC.
SERVICE CONTRACT # 24002796**

AGREEMENT executed January 27, 2010 by and between:

1. **DUNBAR ARMORED, INC.** ("DUNBAR") and 2. **VILLAGE OF ORLAND PARK** ("CUSTOMER")
 50 SCHILLING ROAD 14700 RAVINA AVE.
 HUNT VALLEY, MD 21031 ORLAND PARK, IL 60462

WITNESSETH

DUNBAR agrees, subject to the Terms and Conditions of the Agreement, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefore.

SCHEDULE OF SERVICE

Service Location(s):

#	Location
1	VILLAGE OF ORLAND PARK 14700 RAVINA AVE ORLAND PARK, IL 60462

Services	Service Days (See Legend)							Maximum Shipments		Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa	Cash Per Location	Check Per Location		Per Month Per Location	Holiday Service
Deposit Pickup		WK		WK			WK	\$50,000	\$50,000	Fifth Third 28 Orland Square Orland Park, IL	\$176.00	\$55.00
											Per \$1000 Over Stated Max Amt	\$0.40
											Per Item Over 4 Items Per Trip	\$2.00
											Per Minute Over 6 On Premises	\$2.50

Service Location(s):

#	Location
2	VILLAGE OF ORLAND PARK SPORTSPLEX 11351 W.159TH STREET ORLAND PARK, IL 60462

Services	Service Days (See Legend)							Maximum Shipments		Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa	Cash Per Location	Checks Per Location		Per Month Per Location	Holiday Service
Deposit Pickup		WK		WK			WK	\$50,000	\$50,000	Fifth Third 28 Orland Square Orland Park, IL 60462	\$176.00	\$55.00
											Per \$1000 Over Stated Max Amt	\$0.40
											Per Item Over 3 Items Per Trip	\$1.00
											Per Minute Over 6 On Premises	\$1.95

This Agreement shall be effective February 1, 2010, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's headquarters, this Agreement becomes a final Contract and shall remain effective in full force and effect for one year from the effective date and thereafter from year-to-year, subject to the right of termination upon either party giving the other party written notice of such intention at least thirty (30) days prior to any anniversary date.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

DUNBAR ARMORED, INC.

Kathy Cash
Signed by: Kathy Cash, AF - Code #4023

[Signature]
Countersigned by: _____
Sr Vice President, Admin & Risk Mgmt

VILLAGE OF ORLAND PARK 2

[Signature]
Customer Signature Authorization

PAUL G. GRIMES, VILLAGE MGR
Print or Type Name & Title

Service Days Frequency Legend

WK
Weekly

Attachments

- The Following Attachments are Hereby Incorporated in the Contract
- Schedule of Service
 - Deposit Verification Rider
 - Dunbar EZChange Rider
 - Exhibit A

Dunbar The Most Trusted Name in Security



TERMS AND CONDITIONS

1. DUNBAR represents that it carries insurance with a responsible insurance company covering its liability as stated in this Agreement for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Agreement or Agreements pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the full life of this Agreement.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Agreement as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR's receipt for the sealed bags or packages accepted or the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR under this Agreement shall begin when said bags or packages have been accepted and received for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR under this Agreement shall end when said bags or packages have been accepted and received for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said bags or packages shall be returned to shipper.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed bags or packages at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any bag or package not properly locked or sealed to its satisfaction. In the event that any bag or package delivered to DUNBAR is not properly locked or sealed to said satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such bag or package. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any bag, package or container unless the bag, package or container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said bag, package or container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR's receipt document. Absent notation on DUNBAR's receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed bags, packages or containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR's liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Agreement, CUSTOMER shall immediately report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 7, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Agreement, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR's insurer. CUSTOMER agrees to cooperate with and assist DUNBAR's insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Agreement, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Agreement and all claims hereunder will be governed by the laws of the State of Illinois, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the Illinois.
7. It is expressly agreed by the CUSTOMER that the provisions of this Agreement dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Agreement as stated in the Schedule of Service and Service Rates, unless this Agreement has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Endorsement to this Agreement. Changes in liability may result in adjustment of fees.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Agreement, it shall be for CUSTOMER's internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Agreement and the terms and conditions of this Agreement shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. An interest charge of one and one half percent (1 1/2%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to DUNBAR on all invoices not paid in full within thirty (30) days of the invoice date. As to invoices remaining unpaid beyond thirty (30) days, CUSTOMER agrees to pay, in addition to all service charges previously accrued, all DUNBAR's costs of collection including reasonable attorney's fees and accrued interest.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the date of this Agreement, or after one (1) year from the effective date of this Agreement if an effective date is herein specified, upon giving CUSTOMER written notice sixty (60) days in advance of such increase. Notwithstanding the foregoing, the rates for service may be increased in interim periods before the expiration of one (1) year from the date of this Agreement and with reasonable written notice to CUSTOMER if there is a change in economic conditions arising out of any energy or insurance crisis which causes an appreciable increase in DUNBAR's cost of performing services under this Agreement. The VILLAGE agrees to pay DUNBAR pursuant to the provisions of the Local Government Prompt Payment Act (50ILCS 505/1 et seq.)
14. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.
15. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
16. CUSTOMER understands and agrees that DUNBAR is entering this Agreement to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Agreement only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR's executive management at its Headquarters.

DUN162REV.09/09

DUNBAR ARMORED, INC. SERVICE CONTRACT #
 Schedule of Service (continued)

Service Location(s): EFFECTIVE MAY 31, 2010

#	Location
3	VILLAGE OF ORLAND PARK CENTENIAL POOL 15800 WEST AVENUE ORLAND PARK, IL 60462

Services	Service Days (See Legend)							Maximum Shipments		Depository(ies)	Schedule of Rates			
	Su	M	Tu	W	Th	F	Sa	Cash Per Location	Checks Per Location		Per Month Per Location	Holiday Service	Per Item Over 4 Items Per Trip	Per Minute Over 6 On Premises
Deposit Pickup		WK	WK	WK	WK	WK	WK	Cash Per Location	\$50,000	Fifth Third Bank 28 Oriand Square Oriand Park, IL 60462	Per Month Per Location	\$351.00		
								Checks Per Location	\$50,000		Holiday Service	\$55.00		
											Per Item Over 4 Items Per Trip	\$1.00		
											Per Minute Over 6 On Premises	\$1.95		

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared deposit amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said deposit amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

Holidays: On Call
 Excluding New Year's, Easter, Thanksgiving, Christmas

Dunbar The Most Trusted Name In Security



Customer's Initials

INDEMNIFICATION RIDER - Exhibit A

DUNBAR agrees to defend, indemnify and hold harmless CUSTOMER from all claims, demands, actions and causes of action for damage or injury, including death, that are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of negligence or willful misconduct of DUNBAR, its employees or agents. DUNBAR shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employees or agents. In no case shall DUNBAR be liable for or owe any duty of indemnification with respect to any exemplary, punitive or consequential damage claims by CUSTOMER or any third party arising from the loss or destruction of Property. DUNBAR'S obligation with respect to any claim for damages by CUSTOMER or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

Dunbar Armored Inc.

By: 

Russell E. Daniels
Sr. Vice-President, Admin & Risk Mgmt

Village of Orland Park

By: 

Customer Initials