

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641
Contract Number: C030621
Vendor Number: V030360

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of July 2022, by and between **Brink's, Incorporated** ("Contractor") and Milwaukee Board of School Directors ("MPS").

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor will be required to: pick up sealed deposits of money, checks, or other securities; sign for a receipt; and deliver the deposits to local MPS-designated banks. All pick-ups must be made through the access door located nearest the school office. Contractor must pick up the deposits directly from school staff, i.e., Contractor will not be provided with access to locked safes, desks, cabinets, etc. Contractor's trucks will not be permitted to drive across any school playground. Services will be in accordance with this Contract and the Brink's Amendment (Exhibit 1).

A list of all scheduled schools that require weekly pick-ups on Thursday, between 8:30 AM and 3:00 PM, or on Friday between 8:30 AM and 3:00 PM. Pick-ups must be in accordance with a pre-arranged schedule developed by MPS's Office of Finance. Deposits must be made the day of pick-up or the next business day. The weekly dollar volume for individual schools varies widely.

Contractor is responsible for supplying all scheduled schools scan-able identification cards and log books at no additional charge. Contractor's employees are required to wear easily identifiable uniforms with the name of the business and a photo ID badge. If schools are closed due to weather or other emergencies, there will be no armored car service. However, Contractor must work with MPS to reschedule the missed pick-ups as soon as possible following the emergency closing, typically the first day schools are open thereafter. Similarly, if Contractor is unable to complete armored car service to all scheduled schools due to an emergency, MPS will work with Contractor to reschedule any missed pick-ups as soon as possible following the emergency, typically the next business day. Service will be required all weeks when a scheduled school is in session (see Exhibit 2 and Exhibit 3), approximately September through mid-June, exclusive of winter and spring breaks. Service for Early Start schools (as designated on Exhibit 3 will begin approximately August 15th). Service will also be required at certain schools that have camps during the months of June through August. When a national or school holiday falls on a Thursday or Friday, pick-ups are to be made on the business day prior to the holiday, unless a different schedule is arranged with the Office of Finance. Contractor will be provided an official school calendar with sufficient lead times to plan pick-ups in advance.

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

2. TERM

This Contract shall be in effect July 1, 2022 through June 30, 2023.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$70,000.00.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641
Contract Number: C030621
Vendor Number: V030360

Milwaukee Public Schools
Attn: Lorie Burgos, Supervisor School Bookkeepers
Dept. of Financial Services, School Accounting
5225 W. Vliet St.
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641
Contract Number: C030621
Vendor Number: V030360

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641

Contract Number: C030621

Vendor Number: V030360

Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641
Contract Number: C030621
Vendor Number: V030360

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641

Contract Number: C030621

Vendor Number: V030360

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. ADDITIONAL TERMS

- A. MPS agrees to maintain a record as to maker and amount of certain checks (in accordance with current payment recording capabilities) placed in any shipment given to Contractor and in case of loss, to promptly, diligently and completely cooperate with Contractor in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Cooperation shall include requests by MPS to makers of the missing checks to issue duplicates or to make such records available to the depository bank so that debit items can be processed. Contractor agrees to reimburse MPS for all reasonable costs incurred in the reconstruction process including stop payment fees. Checks that cannot be reconstructed will be covered at face value for a total of \$2,000.00 per occurrence.
- B. Upon discovery of a claim for loss under this Agreement, MPS shall notify its Department of Procurement & Risk Management 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 Contractor of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, MPS shall give notice of claim in writing to Contractor.
- C. It is understood and agreed that Contractor shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders 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, civil disorders or governmental seizure" is understood by MPS and Contractor 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.

31. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Contract Requisition Number: CR055641
Contract Number: C030621
Vendor Number: V030360

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V030360)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Brink's Incorporated
555 Dividend Dr.
Coppell, TX 75019
(414) 527-6080

By: _____
*Keith P. Posley, Ed.D.,
Superintendent of Schools*

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: FSC-0-0-SOS-FN-ECTS

By: _____
*Robert E. Peterson, President
Milwaukee Board of School Directors*

Date: _____

By: _____ Date: _____

Insurance Compliance

BRINKS
AMENDMENT

THIS AMENDMENT (the "Amendment") is made by and between **Brink's U.S.**, a Division of **Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Coppell, TX 75019, and Milwaukee Board of School Directors ("Customer") with offices located at 5225 W. Vliet Street, Milwaukee, WI 53208 is entered into this 10th day of December, 2022, and shall amend and be incorporated into the Milwaukee Board of School Directors' Professional Services Contract (C028635) dated July 1, 2019 ("PSC"), between Brink's and Customer. The PSC and Amendment together constitute the "Agreement" between the parties.

I. DEFINITIONS

1. "Business Days" means Monday through Friday except holidays observed by the Facility performing Services hereunder.
2. "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
3. "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
4. "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
5. "Loss" means any loss of, damage, theft or destruction to Property.
6. "Maximum Liability Amount" is means the total liability assumed by Brink's for a Loss of all or part of a Shipment which for purposes of the Services shall be [Click here to enter text.](#)
7. "Pick-Up Location" means the location designated by the parties as the place where Brink's is to receive Shipments.
8. "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
9. "Rates" means the charges for Services.
10. "Services" means armored transportation and related services to be provided to Customer as described in Section II below.
11. "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

II. BRINK'S RESPONSIBILITIES

Brink's shall: (a) arrive at the Pick-Up Locations to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in this Amendment. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Services will be performed on Business Days, unless otherwise specified in the Attachments.

III. CUSTOMER'S RESPONSIBILITIES

1. Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
2. Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
3. Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.
4. The locations serviced under this Amendment, whether listed in an Attachment or otherwise, shall not be deleted from service by Customer during the term of this Amendment unless such Location is permanently closed or sold.

IV. INTENTIONALLY OMITTED

V. CHARGES AND PAYMENT

1. Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates plus all applicable Federal, State and local taxes. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
2. All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of 1% per month or the maximum rate allowed by law.
3. In addition to the other charges specified in the Agreement, Customer will pay a fuel surcharge which will be adjusted quarterly as described in the applicable Attachment.
4. Customer shall pay Brink's for all changes in scope of Services requested by Customer in writing. Changes made by Brink in the Scope of Services that effect the cost shall be in writing and signed off by Customer.

VI. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

1. Brink's liability for any of its obligations under the Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: Maximum Liability Amount; the actual value of the Loss; or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Shipment has been received into Brink's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's.
2. Brink's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Brink's is not responsible for determining the contents or value of any Shipment.
3. If Customer requests that Brink's transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase: (i) if mutually agreed in writing by the parties prior to Brink's receiving the Shipment; and (ii) Customer is able to show it paid to Brink's prior to the Loss, the additional charges associated with transporting the Excess Liability.
4. Brink's shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Brink's; (b) occurred before Brink's received possession of the Shipment; or (c) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
5. If the Customer has the ability to reconstruct checks, the following language applies: In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
6. Brink's shall indemnify and hold Customer harmless from any liability, loss or damage due to bodily injury or death to any third party or damage to property, excluding Property as defined herein, to the extent such bodily injury or death or damage to property is caused by Brink's negligent performance and/or willful misconduct under the Agreement.
7. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
8. Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.
9. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

(ATTACHMENT 11) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

- 10. The following limitation shall not apply to Property in transit. Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 11. Brink's is not an insurer under the Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

VI. INSURANCE

Customer shall at all times maintain comprehensive general liability insurance coverage, including premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS; PROOF OF LOSS

- 1. In the event of Loss under the Agreement, Customer shall notify Brink's as soon as practicable and provide written Notice to Brink's within five (5) business day after the Loss or suspected Loss is discovered or should have been discovered so that Brink's and Customer can effectively initiate investigation of the Loss. In no event will Customer provide Notice of Loss more than forty-five (45) days after the Property which is the subject of the claim was received into Brink's possession. It is Customer's responsibility to verify Shipment deliveries promptly. Unless such Notice is given by Customer within the time prescribed, any and all claims by Customer for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above described Notice has been given to Brink's, and (b) such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into Brink's possession.
- 2. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to reasonably attempt to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
- 3. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VIII. DEFAULT; REMEDIES; TERMINATION

- 1. In the event of early termination under the Agreement other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's. Customer hereby agrees to pay Brink's, actual damages and not as a penalty, for service rendered by Brink's to the date of termination. Should Customer default in the payment to Brink's of any amounts due under the Agreement, then Customer may also be responsible for interest as provided above and attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations".
- 2. Either party may terminate the Agreement in the event of a material breach of the Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. If such breach is cured within the applicable cure period, then the Agreement shall continue in full force and effect.
- 3. Customer's further rights to terminate are outlined in the PSC.

IX. MISCELLANEOUS

- 1. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of the Agreement.
- 2. For any audit rights under the Agreement applicable to the Services, Customer's auditors shall be permitted access to a Brink's facility to review Brink's records applicable to the amounts charged and the services performed under the Agreement. Such records shall be made available to said auditors (subject to availability pursuant to Brink's record retention policies) on Brink's regular business days during regular business hours at a mutually agreed upon time. All inspections and audits shall not disrupt the routine operation of the Brink's facility at which such records are held or will be made available, and any Customer agree to cause its auditors to comply with any and all reasonable rules and instructions of Brink's applicable to safety and security of the Brink's facility in question. Customer's auditors shall present proper credentials to the manager of Brink's Facility at the time that they are admitted to Brink's facility.
- 3. All "Notices" under the Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on this Amendment or to such other address as either party may specify by Notice. Notice to Brink's, including Bankruptcy notifications, shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
- 4. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of the Agreement as modified by this Amendment, unless agreed to in writing by Brink's.
- 5. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Amendment and the PSC for any claim against Brink's relating to Customer's Property.
- 6. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder, specifically State of Wisconsin.
- 7. The PSC, this Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied, except as stated in the PSC. In the event of a conflict between the terms of the PSC and this Amendment, the terms of the PSC will prevail. The Agreement may only be amended in writing and signed by the parties.
- 8. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
- 9. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- 10. The provisions of this Amendment, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- 11. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's. THE LAWS OF THE STATE OF WISCONSIN SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
- 12. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- 13. Customer will not assign this Agreement without the prior written consent of Brink's.
- 14. The Agreement (including this Amendment) may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:
Milwaukee Board of School Directors

Brink's U.S., a Division of Brink's, Incorporated

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 2



MILWAUKEE PUBLIC SCHOOLS

mpsmke.com

MPS
Switchboard
(414) 475-8393

2022-23 Traditional Calendar

Aug 29	Organizational Day	Jan 2	Winter Break
Aug 30-31	Professional Development Days	Jan 3	Classes Resume
Sept 1-2	Professional Development Days	Jan 16	MLK Jr. Day
Sept 5	Labor Day	Feb 17	Record Day
Sept 6	First Day of School -- Students	Feb 20	Mid-Semester Break
Sept 30	Professional Development Day	March 17	Parent-Teacher Conference Day
Oct 21	Parent-Teacher Conference Day	March 20	March Break
Oct 24	October Break	April 3-7	Spring Break
Nov 8	Record Day	April 10	Professional Development Day
Nov 23, 25	Thanksgiving Break	May 26	Memorial Day Break
Nov 24	Thanksgiving Day	May 29	Memorial Day
Dec 22	Professional Development Day	June 5	Record Day
Dec 23-30	Winter Break	June 16	Last Day of School -- Students

- ☐ Pink = Professional Development and Record Days -- Most staff report and students do not report
- ☐ Yellow = Staff and students do not report
- ☐ Blue = Parent Teacher Conference Days -- Staff and students do not report
- ☐ Red = First and last day of classes for students -- Staff and students report
- ☐ Green = Teacher Organizational Day -- Staff report and students do not report



July 2022

S	M	T	W	Th	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

August 2022

S	M	T	W	Th	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

September 2022

S	M	T	W	Th	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

October 2022

S	M	T	W	Th	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

November 2022

S	M	T	W	Th	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

December 2022

S	M	T	W	Th	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

February 2023

S	M	T	W	Th	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	1	2	3	4

March 2023

S	M	T	W	Th	F	S
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

April 2023

S	M	T	W	Th	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

May 2023

S	M	T	W	Th	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

June 2023

S	M	T	W	Th	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

Calendar dates may change due to inclement weather, etc. Please stay in touch with your school for updates. Some teacher workdays are shaded. Individual schools may have additional non-attendance days which do not appear on this calendar. Also, methods and dates for distributing report cards may vary from school to school. **STAFF:** Refer to staff calendars for details on non-student attendance days.

Exhibit 3



MILWAUKEE PUBLIC SCHOOLS

mpsmke.com

MPS Switchboard
 (414) 475-8393

2022-23 Early Start Calendar

Aug 8	Organizational Day	Jan 2	Winter Break
Aug 9-12	Professional Development Days	Jan 3	Classes Resume
Aug 15	First Day of School - Students	Jan 16	MLK Jr. Day
Sept 5	Labor Day	Feb 17	Record Day (K-8) and Professional Development Day (H.S.)
Sept 30	Professional Development Day	Feb 20	Mid Semester Break
Oct 21	Parent-Teacher Conference Day	March 17	Parent-Teacher Conference Day
Oct 24	October Break	March 20	March Break
Nov 8	Record Day (K-8) and Professional Development Day (H.S.)	April 3-7	Spring Break
Nov 23, 25	Thanksgiving Break	April 10	Record Day (K-8) and Professional Development Day (H.S.)
Nov 24	Thanksgiving Day	May 23	Last Day of School - Students
Dec 22	Record Day (H.S.) and Professional Development Day (K-8)	May 24	Record Day
Dec 23-30	Winter Break		

Note: ACT testing dates to be determined.

- Pink = Professional Development and Record Days - Most staff report and students do not report
- Yellow = Staff and students do not report
- Blue = Parent Teacher Conference Days - Staff and students do not report
- Red = First and last day of classes for students - Staff and students report
- Green = teacher Organizational Day - Staff report and students do not report



July 2022

S	M	T	W	Th	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

August 2022

S	M	T	W	Th	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

September 2022

S	M	T	W	Th	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

October 2022

S	M	T	W	Th	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

November 2022

S	M	T	W	Th	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

December 2022

S	M	T	W	Th	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

February 2023

S	M	T	W	Th	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	1	2	3	4

March 2023

S	M	T	W	Th	F	S
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

April 2023

S	M	T	W	Th	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

May 2023

S	M	T	W	Th	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

June 2023

S	M	T	W	Th	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

Calendar dates may change due to inclement weather, etc. Please stay in touch with your school for updates. Some teacher workdays are shaded. Individual schools may have additional non-attendance days which do not appear on this calendar. Also, methods and dates for distributing report cards may vary from school to school. STAFF: Refer to staff calendars for details on non-student attendance days.