

PROFESSIONAL SERVICES AGREEMENT

ActivePay® Program

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE COMPTROLLER

AND

PNC BANK, NATIONAL ASSOCIATION

CONTRACT NO. 1488-13855

[Reference Contract: (Board of Education for the City of Chicago: Board Report Number 14-0625-PR27-5; July 15, 2014)]

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 23 2014

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit A Scope of Services
- Exhibit B E-Payables Terms and Conditions, Credit Limit, Fee Schedule and Rebate Schedule
- Exhibit C Board Authorization

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Attachment 1 Chicago Public School Bank Services Agreement (Board Report No. 14-0625-PR27-5)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and PNC Bank, National Association, a national banking association formed under the laws of the United States., hereinafter referred to as "PNC Bank", pursuant to authorization by the Cook County Board of Commissioners on July 23, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "C".

BACKGROUND

WHEREAS, the County, pursuant to Section 34-140 of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

WHEREAS, the Board of Education for the City of Chicago solicited a formal Request for Proposals for Commercial Banking Services and PNC was identified as the qualified provider for these services; and

WHEREAS, the Board of Education for the City of Chicago on behalf of the Chicago Public Schools ("CPS") entered into a Bank Services Agreement (Board Report Number 14-0625-PR27-5) on July 15, 2014 for the provision of Commercial Banking Services, including the ActivePay® Payables Card program; and

WHEREAS, the County, on behalf of its Bureau of Finance, desires certain specific and similar services from PNC Bank, and PNC Bank agrees to provide these services as further described in the Scope of Services attached hereto as Exhibit A; and

WHEREAS, the services shall be provided in accordance terms and conditions stated herein, including PNC Bank's Terms and Conditions attached hereto as Exhibit B and its Attachments 1, 2, and 3; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the County and PNC Bank agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth herein.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before PNC Bank is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in the Scope of Services, set forth in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom PNC Bank contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with PNC Bank.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit A Scope of Services
- Exhibit B E-Payables Terms and Conditions - with Credit Limit, Fee and Rebate Schedules
- Exhibit C Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF PNC BANK

a) Scope of Services

The Scope of Services is intended to be general in nature and is neither a complete description of PNC Bank's Services nor a limitation on the Services that PNC Bank is to provide under this Agreement. PNC Bank must provide the Services in accordance with the standards of performance set forth in this Agreement. The Services that PNC Bank must provide include, but are not limited to, those described in Exhibit A, Scope of Services.

b) Deliverables

[Intentionally Omitted]

c) Standard of Performance

PNC Bank must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a financial services provider performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

PNC Bank must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. PNC Bank must provide copies of any such licenses. PNC Bank remains responsible for the professional and technical accuracy of all Services provided by it.

d) Personnel

i) Adequate Staffing

PNC Bank must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services.

ii) Key Personnel

[Intentionally Omitted]

iii) Salaries and Wages

[Intentionally Omitted]

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. PNC Bank's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement is a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. PNC Bank must utilize minority and women's business enterprises at the greater of the amounts committed to by PNC Bank for this Agreement in accordance with the MBE/WBE Utilization Plan. Section 1 of the Economic Disclosure Statement.

f) Insurance

PNC Bank must provide and maintain at PNC Bank's own expense, during the term of this Agreement and any time period following expiration if PNC Bank is required to return and

perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be included as an additional insured. PNC Bank's policy will be primary and non-contributory for any liability arising directly from the Services.

Subcontractors performing Services for PNC Bank must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, PNC Bank must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage combined. The County is to be included as an additional insured.

(4) Professional Liability

When any professional performs Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for PNC Bank must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any

loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) PNC Bank must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. PNC Bank must submit evidence of insurance on an Insurance Certificate Form (or equivalent) prior to Agreement award in a form acceptable to the County. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from PNC Bank is not a waiver by the County of any requirements for PNC Bank to obtain and maintain the specified coverages. Non-conforming insurance does not relieve PNC Bank of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) PNC Bank shall use its best efforts to provide 60 days prior written notice to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by PNC Bank. PNC Bank agrees that insurers waive their rights of subrogation against the County of Cook.

(2) The coverages and limits furnished by PNC Bank in no way limit PNC Bank's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by PNC Bank under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) PNC Bank must require all Subcontractors, if any, to provide the insurance required in this Agreement, or PNC Bank may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as PNC Bank unless otherwise specified in this Agreement. If PNC Bank or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office,

which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

PNC Bank covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (the "Indemnified Parties"), from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities ("Losses") incurred or suffered directly from or attributable to any claims arising out of or incident to the breach of this Agreement by PNC Bank, or its gross negligence or intentional misconduct, provided that (a) PNC Bank shall have no obligation to indemnify the Indemnified Parties to the extent such Losses result from the Indemnified Parties' breach of their obligations under this Agreement, or their gross negligence or intentional misconduct, and (b) PNC Bank's total liability to the Indemnified Parties under this section shall be subject to the limitation of liability in Exhibit B. Section 21 of the Terms and Conditions.

h) Confidentiality and Ownership of Documents

[See Exhibit B: 11. CONFIDENTIAL AND PROPRIETARY INFORMATION.]

i) Patents, Copyrights and Licenses

[Intentionally Omitted].

j) Examination of Records and Audits

The PNC Bank agrees to make its records, facilities and premises that directly relate to the Services available to the Cook County Auditor or any of its duly authorized representatives until expiration of three (3) years after the termination of the Services to independently confirm PNC Bank's compliance with any term, condition or provision of the Agreement. The PNC Bank shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the PNC Bank from its obligations or change the terms of the Contract. The PNC Bank shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the PNC Bank shall have no effect on the County and are

null and void.

Prior to the commencement of the Contract, the PNC Bank shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract.

The PNC Bank must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the PNC Bank has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The PNC Bank is not required to disclose employees who are paid or estimated to be paid. The PNC Bank is not required to disclose employees who are paid solely through the PNC Bank's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the PNC Bank is uncertain whether a disclosure is required under this Section, the PNC Bank must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason.

d) Professional Social Services

[Intentionally Omitted]

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2014 ("**Effective Date**") and continue until July 31, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

[Intentionally Omitted]

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, or as may be agreed by the County and PNC Bank. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

The County will pay PNC Bank for the Services in accordance with Exhibit B of this Agreement.

a) Basis of Payment

[Intentionally Omitted]

b) Method of Payment

[Intentionally Omitted]

c) Funding

[Intentionally Omitted]

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify PNC Bank in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to PNC Bank.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

[Intentionally Omitted]

g) Contractor Credits

[Intentionally Omitted]

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and PNC Bank shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the PNC Bank. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, unless a Default under Exhibit B, Terms and Conditions has occurred, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

PNC Bank shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner be applicable to the performance of the Contract.

The PNC Bank shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, PNC Bank:

- i) warrants that PNC Bank is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which PNC Bank is not appropriately licensed;
- ii) warrants it is financially solvent; and PNC Bank is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) [Intentionally Omitted];

iv) warrants that PNC Bank is not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and that it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that PNC Bank is not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) [Intentionally Omitted]

b) Ethics

i) In addition to the foregoing warranties and representations, PNC Bank warrants:

(1) no officer, agent or employee of the County is employed by PNC Bank or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime PNC Bank or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If PNC Bank, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by PNC Bank is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, PNC Bank must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) [Intentionally Omitted]

iii) [Intentionally Omitted]

iv) [Intentionally Omitted]

v) [Intentionally Omitted]

vi) Furthermore, if any federal funds are to be used to compensate or reimburse PNC Bank under this Agreement, PNC Bank represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, PNC Bank must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

PNC Bank and any assignee or subcontractor of PNC Bank must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by PNC Bank to the County.

ii) PNC Bank's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within PNC Bank's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

iii) PNC Bank's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. PNC Bank acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) PNC Bank's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare PNC Bank in default. The Chief Procurement Officer may in his sole discretion give PNC Bank an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and that decision is not subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give PNC Bank written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if PNC Bank fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, PNC Bank must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) Any remedies available in equity or at law, including but not limited to the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

ii) If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits PNC Bank to continue to provide the Services despite one or more events of default, PNC Bank is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to PNC Bank. The County will give notice to PNC Bank in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by PNC Bank or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, PNC Bank must restrict its activities, and those of its Subcontractors, to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and PNC Bank must attempt to agree on the amount of compensation to be paid to PNC Bank, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to PNC Bank is in full settlement for all Services satisfactorily performed under this Agreement.

PNC Bank must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. PNC Bank will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against PNC Bank or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that PNC Bank suspend its Services, or any part of them, by giving 15 days prior written notice to PNC Bank or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. PNC Bank must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and PNC Bank when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by PNC Bank as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, PNC Bank by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

PNC Bank acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by

reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced PNC Bank to enter into this Agreement or has been relied upon by PNC Bank, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

PNC Bank acknowledges that PNC Bank was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. PNC Bank did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, PNC Bank relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

PNC Bank is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The PNC Bank irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois in courts within the Federal District Court for the Northern District of Illinois in Chicago, and the PNC Bank consents and submits to the jurisdiction thereof. In accordance with these provisions, PNC Bank waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

If this Agreement is terminated for any reason, or if it is to expire on its own terms, PNC Bank must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives PNC Bank's performance in any respect or waives a requirement or condition to either the County's or PNC Bank's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to PNC Bank in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between PNC Bank and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. PNC Bank must perform under this Agreement as an independent PNC Bank and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent PNC Bank and, if PNC Bank is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the PNC Bank performing the Services required under this Agreement.
- ii) PNC Bank is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the PNC Bank.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract, provided,

however, that the participation in this Agreement of any unit of government shall be subject to PNC Bank's approval, in its complete discretion.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

Cook County Bureau of Finance
118 N. Clark Street
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (312) 603-6846

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to PNC Bank:

PNC Bank, National Association
Treasury Management
Firstside Center
500 First Avenue
Pittsburgh, PA 15219
Attn: Commercial Card Operations
Mailstop: P7-PFSC-03-D
Facsimile: (412) 705-0759

and

PNC Bank, National Association
1600 Market Street, 28th Floor
Philadelphia, PA 10103
Attn: Chief Counsel, Commercial Banking Group
Facsimile: (215) 585-8713

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by PNC Bank is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of PNC Bank have been made with complete and full authority to commit PNC Bank to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered. Please see Attachment - MBE/WBE Direct Participation Waiver Request

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)** Please see Attachment - Request for MBE/WBE Direct Participation Waiver Request
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)** Please see Attachment - Request for MBE/WBE Direct Participation Waiver Request

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.
Please see Attachment - Request for MBE/WBE Direct Participation Waiver Request

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

Please see Section 3, Item 5 - "Exceptions to Certifications or Disclosures"

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127)

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction Inmates.

Please see Section 3, Item 5 - "Exceptions to Certifications or Disclosures"

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

Please see Section 3, Item 5 - "Exceptions to Certifications or Disclosures"

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate, by checking the appropriate provision below, and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): Please see Attachment "Real Estate Ownership Disclosure"

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Section 2(D) - Delinquency in Payment of Taxes: PNC certifies that it is not delinquent for any tax or fee administered by Cook County, a local municipality or the Illinois Department of Revenue, however, PNC and the State of Illinois are awaiting the result of an audit to properly assess PNC's state income tax liability for the 2010 tax year. If it is conclusively determined that any amounts are owed to the State, PNC shall promptly make such payment.

Section 2(H) - Living Wage Ordinance Preference: Unless expressly waived by the Cook County Board of Commissioners, PNC agrees to comply with the Living Wage requirements of Cook County Code, Chapter 34, Section 34-160, and certifies that a living wage will be paid to the full-time PNC employees who will be primarily and directly performing services under this contract. Other PNC employees may perform ancillary and supportive services that are insubstantial and limited in scope.

Section 3 - The Child Support Enforcement Ordinance: Please see Disclosure of Ownership section for ownership detail on PNC Bank, NA. PNC Bank Financial Services Corp. has no substantial owners as defined in the affidavit.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name PNC Bank, National Association D/B/A: PNC Bank, National Association EIN NO.: 22-1146430

Street Address: 249 Fifth Avenue

City: Pittsburgh State: Pennsylvania Zip Code: 15222

Phone No.: 312-338-2295

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) National Banking Association

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
PNC Bancorp, Inc.	300 Delaware Avenue, Suite 304 Wilmington, DE 19801	100%

All outstanding stock of the disclosing party/Applicant is owned by PNC Bancorp, Inc., a Delaware corporation.

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
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3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

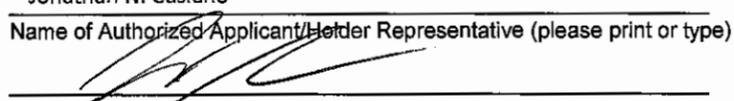
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
The PNC Financial Services Group, Inc.	249 Fifth Avenue Pittsburgh, PA 15222		100% owner of PNC Bancorp, Inc.

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

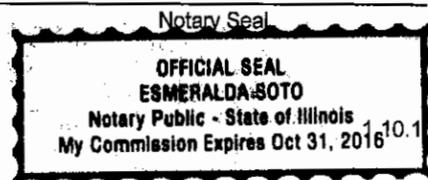
Jonathan N. Casiano
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
jonathan.casiano@pnc.com
E-mail address

Vice President
Title
July 1, 2014
Date
312-338-2295
Phone Number

Subscribed to and sworn before me
this 15 day of July, 2014

x 
Notary Public Signature

My commission expires: 10-31-2016





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.



CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "PNC Bank, National Association," Wilmington, Delaware (Charter No. 1316), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May

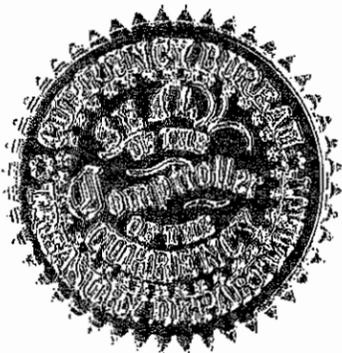
1, 2014, I have hereunto subscribed my

name and caused my seal of office to be

affixed to these presents at the U.S.

Department of the Treasury, in the City of

Washington, District of Columbia.



Comptroller of the Currency

Directors/Officers Report

As of July 01, 2014

PNC Bank, National Association

Directors

Richard O. Berndt	Director
Charles E. Bunch	Director
Paul W. Chellgren	Director
William S. Demchak	Director
Andrew T. Feldstein	Director
Joseph C. Guyaux	Director
Kay Coles James	Director
Richard B. Kelson	Director
Anthony A. Massaro	Director
E. William Parsley, III	Director
Jane G. Pepper	Director
Donald J. Shepard	Director
Lorene K. Steffes	Director
Dennis F. Strigl	Director
Thomas J. Usher	Director
George H. Walls, Jr.	Director
Helge H. Wehmeier	Director

Officers

William S. Demchak	Chairman Chief Executive Officer President
Joseph C. Guyaux	Derivatives Chief Compliance Officer Senior Vice Chairman Chief Risk Officer
E. Todd Chamberlain	Executive Vice President
Orlando C. Esposito	Executive Vice President
Neil F. Hall	Executive Vice President
Michael J. Hannon	Chief Credit Officer Executive Vice President
Vicki C. Henn	Chief Human Resources Officer Executive Vice President
Gregory B. Jordan	General Counsel Head of Regulatory and Government Affairs Executive Vice President
Stacy M. Juchno	Executive Vice President
Gregory H. Kozich	Executive Vice President Controller
Karen L. Larrimer	Executive Vice President
Michael P. Lyons	Executive Vice President
E. William Parsley, III	Executive Vice President Treasurer
Robert Q. Reilly	Chief Financial Officer Executive Vice President
Steven C. Van Wyk	Executive Vice President Head of Technology and Operations

Directors/Officers Report

As of July 1, 2014



PNC Bancorp, Inc.

Directors

Nicholas M. Marsini, Jr.
Robert Q. Reilly

Director
Director

Executive Officers

Nicholas M. Marsini, Jr.

President
Chairman

Directors/Officers Report

As of July 01, 2014

PNC Financial Services Group, Inc., The

Directors

Richard O. Berndt	Director
Charles E. Bunch	Director
Paul W. Chellgren	Director
William S. Demchak	Director
Andrew T. Feldstein	Director
Kay Coles James	Director
Richard B. Kelson	Director
Anthony A. Massaro	Director
Jane G. Pepper	Director
Donald J. Shepard	Director
Lorene K. Steffes	Director
Dennis F. Strigl	Director
Thomas J. Usher	Director
George H. Walls, Jr.	Director
Helge H. Wehmeier	Director

Officers

William S. Demchak	Chairman Chief Executive Officer President
Joseph C. Guyaux	Chief Risk Officer Senior Vice Chairman
E. Todd Chamberlain	Executive Vice President
Orlando C. Esposito	Executive Vice President
Neil F. Hall	Executive Vice President
Michael J. Hannon	Chief Credit Officer Executive Vice President
Vicki C. Henn	Chief Human Resources Officer Executive Vice President
Gregory B. Jordan	Executive Vice President General Counsel Head of Regulatory and Government Affairs
Stacy M. Juchno	Executive Vice President General Auditor
Karen L. Larrimer	Executive Vice President Chief Customer Officer
Michael P. Lyons	Executive Vice President
E. William Parsley, III	Chief Investment Officer Executive Vice President Treasurer
Robert Q. Reilly	Executive Vice President Chief Financial Officer

Directors/Officers Report

As of July 01, 2014

PNC Financial Services Group, Inc., The

Steven C. Van Wyk

Executive Vice President
Head of Technology and Operations

Gregory H. Kozich

Senior Vice President
Controller



CERTIFICATE

The undersigned, Janet L. Deringer, a duly appointed Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that:

- (1) the following is a true and correct copy of an excerpt from the By-Laws of the Bank and a true and correct copy of Resolutions adopted by the Board of Directors of the Bank on April 22, 2014;
- (2) the excerpt from the By-Laws of the Bank and Resolutions described above are in full force and effect as of the date of this Certificate; and
- (3) Jonathan N. Casiano is a duly appointed Vice President of the Bank.

Excerpt from By-Laws of PNC Bank, National Association

"Article VI. General Powers of Officers

Section 1. The corporate seal of the Bank may be imprinted or affixed by any process. The Secretary and any other officers authorized by resolution of the Board of Directors shall have authority to affix and attest the corporate seal of the Bank.

Section 2. The authority of officers and employees of this Bank to execute documents and instruments on its behalf in cases not specifically provided for in these By-Laws shall be as determined from time to time by the Board of Directors, or, in the case of employees, by officers in accordance with authority given them by the Board of Directors."

Board Resolutions Adopted April 22, 2014

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, each Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Vice President, each Vice President, each Assistant Vice President, the Treasurer and each Assistant Treasurer, the Cashier and each Assistant Cashier, the Secretary and each Assistant Secretary, each Trust Officer and Assistant Trust Officer, each Chief Investment Officer, each Regional President or chief executive of a business region, the General Counsel, the Senior Deputy General Counsel, each Deputy General Counsel and each Chief Counsel (the "Authorizing Officers") of PNC Bank, National Association (the "Bank") shall have the authority to affix and attest the seal of the Bank;

RESOLVED FURTHER, that the Authorizing Officers of the Bank, and any other officers acting at the discretion of any officer authorized to affix and attest the seal of the Bank, are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Bank or to the operation of the Bank, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Bank in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same;

Member of The PNC Financial Services Group

One PNC Plaza 249 Fifth Avenue Pittsburgh Pennsylvania 15222 2707

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RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons employed by the Corporation or any of its wholly owned direct or indirect subsidiaries as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that any officer of the Bank and any non-officer employee of the Corporation or the Bank (or any affiliate of the Corporation or Bank) designated in writing by the Chief Executive Officer, the President, any Senior Vice Chairman, Vice Chairman, Executive Vice President or Senior Vice President of the Corporation or Bank, are each hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Bank is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal;
- (b) To receive any sums of money or property due or owing to the Bank in its own right, as an agent for another party, or in any fiduciary or representative capacity and, either as attorney-in-fact for the Bank or otherwise, to sign or countersign agreements, instruments, or other documents related to the foreclosure of residential real estate loans owned or serviced by the Corporation or the Bank or the enforcement of any other rights and remedies with respect to such loans (including, without limitation, in a bankruptcy or insolvency proceeding), including, without limitation, correspondence, affidavits, certifications, declarations, deeds, substitutions of trustee, verifications, assignments, powers of attorney, sales contracts or any other papers or documents, to execute any instrument of satisfaction for any mortgage, deed of trust, judgment or lien in the Office of the Recorder of Deeds, Prothonotary, or other office or court of record in any jurisdiction, provided, however, that in respect to any mortgage or deed of trust made to this Bank as trustee for bondholders, the foregoing authority shall be exercised only pursuant to an authorization of the Board of Directors or committee of the Board of Directors with oversight of fiduciary risk;

General

RESOLVED FURTHER, that the Authorized Officers of the Bank, and each of them, are authorized to do any and all things and to take any and all actions in connection with these resolutions, including, but not limited to, the execution, delivery, acknowledgement, submitting, filing, recording and sealing of all documents, certificates, statements or other instruments, and the making of any expenditures, which such officers may deem necessary or advisable in order to carry out the intent and purposes of these resolutions;

RESOLVED FURTHER, that all actions heretofore taken by any of the officers, representatives or agents of the Bank, by or on behalf of the Bank or any of its affiliates in connection with the foregoing resolutions be, and each of the same is, ratified and approved; and

RESOLVED FURTHER, that for purposes of the foregoing resolutions, the term "Authorized Officer" shall mean and include, as applicable, the Chairman, Chief Executive Officer, President, Senior Vice Chairman, Chief Financial Officer, Secretary or Treasurer of the Bank, or any Vice Chairman, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary or Assistant Treasurer of the Bank or any other duly appointed officer of the Bank.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and affixed the seal of the Association this 1st day of July, 2014.




Janet L. Deringer



CERTIFICATE

The undersigned, Janet L. Deringer, a duly appointed Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that:

- (1) the following is a true and correct copy of an excerpt from the By-Laws of the Bank and a true and correct copy of Resolutions adopted by the Board of Directors of the Bank on April 22, 2014;
- (2) the excerpt from the By-Laws of the Bank and Resolutions described above are in full force and effect as of the date of this Certificate; and
- (3) Lisa Haley Huff is a duly appointed Senior Vice President of the Bank.

Excerpt from By-Laws of PNC Bank, National Association

"Article VI. General Powers of Officers

Section 1. The corporate seal of the Bank may be imprinted or affixed by any process. The Secretary and any other officers authorized by resolution of the Board of Directors shall have authority to affix and attest the corporate seal of the Bank.

Section 2. The authority of officers and employees of this Bank to execute documents and instruments on its behalf in cases not specifically provided for in these By-Laws shall be as determined from time to time by the Board of Directors, or, in the case of employees, by officers in accordance with authority given them by the Board of Directors."

Board Resolutions Adopted April 22, 2014

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, each Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Vice President, each Vice President, each Assistant Vice President, the Treasurer and each Assistant Treasurer, the Cashier and each Assistant Cashier, the Secretary and each Assistant Secretary, each Trust Officer and Assistant Trust Officer, each Chief Investment Officer, each Regional President or chief executive of a business region, the General Counsel, the Senior Deputy General Counsel, each Deputy General Counsel and each Chief Counsel (the "Authorizing Officers") of PNC Bank, National Association (the "Bank") shall have the authority to affix and attest the seal of the Bank;

RESOLVED FURTHER, that the Authorizing Officers of the Bank, and any other officers acting at the discretion of any officer authorized to affix and attest the seal of the Bank, are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Bank or to the operation of the Bank, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Bank in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same;

Member of The PNC Financial Services Group

One PNC Plaza 249 Fifth Avenue Pittsburgh Pennsylvania 15222 2707

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RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons employed by the Corporation or any of its wholly owned direct or indirect subsidiaries as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that any officer of the Bank and any non-officer employee of the Corporation or the Bank (or any affiliate of the Corporation or Bank) designated in writing by the Chief Executive Officer, the President, any Senior Vice Chairman, Vice Chairman, Executive Vice President or Senior Vice President of the Corporation or Bank, are each hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Bank is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal;
- (b) To receive any sums of money or property due or owing to the Bank in its own right, as an agent for another party, or in any fiduciary or representative capacity and, either as attorney-in-fact for the Bank or otherwise, to sign or countersign agreements, instruments, or other documents related to the foreclosure of residential real estate loans owned or serviced by the Corporation or the Bank or the enforcement of any other rights and remedies with respect to such loans (including, without limitation, in a bankruptcy or insolvency proceeding), including, without limitation, correspondence, affidavits, certifications, declarations, deeds, substitutions of trustee, verifications, assignments, powers of attorney, sales contracts or any other papers or documents, to execute any instrument of satisfaction for any mortgage, deed of trust, judgment or lien in the Office of the Recorder of Deeds, Prothonotary, or other office or court of record in any jurisdiction, provided, however, that in respect to any mortgage or deed of trust made to this Bank as trustee for bondholders, the foregoing authority shall be exercised only pursuant to an authorization of the Board of Directors or committee of the Board of Directors with oversight of fiduciary risk;

General

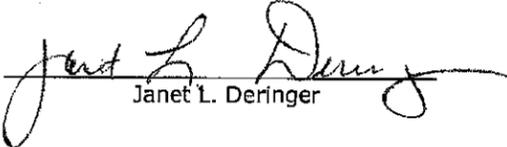
RESOLVED FURTHER, that the Authorized Officers of the Bank, and each of them, are authorized to do any and all things and to take any and all actions in connection with these resolutions, including, but not limited to, the execution, delivery, acknowledgement, submitting, filing, recording and sealing of all documents, certificates, statements or other instruments, and the making of any expenditures, which such officers may deem necessary or advisable in order to carry out the intent and purposes of these resolutions;

RESOLVED FURTHER, that all actions heretofore taken by any of the officers, representatives or agents of the Bank, by or on behalf of the Bank or any of its affiliates in connection with the foregoing resolutions be, and each of the same is, ratified and approved; and

RESOLVED FURTHER, that for purposes of the foregoing resolutions, the term "Authorized Officer" shall mean and include, as applicable, the Chairman, Chief Executive Officer, President, Senior Vice Chairman, Chief Financial Officer, Secretary or Treasurer of the Bank, or any Vice Chairman, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary or Assistant Treasurer of the Bank or any other duly appointed officer of the Bank.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and affixed the seal of the Association this 15th day of July, 2014.




Janet L. Deringer

Attachment to Cook County EDS – MBE/WBE Direct Participation Waiver Request

For Contract # _____, PNC Bank, National Association seeks a waiver from the direct MBE/WBE participation goals established by Cook County. The waiver is requested due to the nature of the contracted service, which does not allow for third party participation. PNC Bank's Active Pay product is a card-based accounts payable solution that leverages proprietary PNC technology and is staffed exclusively by PNC employees who have been specifically trained to provide the service and support this product requires.

However, PNC has surveyed its database of firms registered with PNC through our Supplier Diversity Initiative and identified 14 firms which have done business with PNC over the past three years and are also registered as MBE or WBE with Cook County or the City of Chicago. Listed below are the specific firms and the total dollars spent in each of the past three years with this group of diverse companies.

Program Matches	14
<i>Agency - City</i>	<i>13</i>
<i>Agency - Cook County</i>	<i>1</i>
Total Spending with 14 firms - prior 3 years	\$6,217,506.00
2011	\$1,683,409.00
2012	\$2,909,203.00
2013	\$1,624,894.00

Supplier - AP Supplier:

- AM BUS COMPANY INC
- B & B MAINTENANCE INC
- BRANDENBURGER PLUMBING INC
- CITY ESCAPE GARDEN & DESIGN LLC
- CONFERENCE CENTER CONCEPTS LLC
- FIELDSTONE BUILDING SERVICES INC
- GLASS MANAGEMENT SERVICES INC
- GO PROMOTIONS INC
- JEET INC
- KAIROS CONSULTING WORLDWIDE LLC
- OEC BUSINESS INTERIORS
- PHOENIX BUSINESS SOLUTIONS LLC
- STRUCTURAL DESIGN CORPORATION
- UJAMAA CONSTRUCTION INC

In addition to providing the above data, PNC Supplier Diversity will commit to initiate an email distribution to the firms certified by either Cook County or the City of Chicago. The email will introduce our program, call to light that the introduction is made possible as a result of our partnership with Cook County and will educate the certified firms on PNC's program and provide them with information about how to register within our program.

Building Ownership	Building Code	Property Name	State	Jurisdiction	County Id	Parcel Id	Parcel Type	Situs Address
Owned	Y732	Orland Park West Office	IL	Cook County	757	27-32-302-005-0000	Bank	11051 West 179th St, Orland Park, IL 60467
Owned	Y744	Elk Grove Village Office	IL	Cook County	757	07-25-300-059-0000	Bank	550 Meacham Road, Elk Grove Villa, IL
Owned	Y753	Berwyn South Office	IL	Cook County	757	16-31-403-001-0000	Bank	6620 West Ogden Ave, Berwyn, IL 60402
Owned	Y753	Berwyn South Office	IL	Cook County	757	16-31-403-002-0000	Bank	6620 West Ogden Ave, Berwyn, IL 60402
Owned	Y753	Berwyn South Office	IL	Cook County	757	16-31-403-003-0000	Bank	6620 West Ogden Ave, Berwyn, IL 60402
Owned	Y753	Berwyn South Office	IL	Cook County	757	16-31-403-004-0000	Bank	6620 West Ogden Ave, Berwyn, IL 60402
Owned	Y753_PL	Berwyn South Parking Lot	IL	Cook County	757	16-31-403-005-0000	Parking Lot	6608 West Ogden Ave, Berwyn, IL 60402
Owned	Y753_PL	Berwyn South Parking Lot	IL	Cook County	757	16-31-403-006-0000	Parking Lot	6608 West Ogden Ave, Berwyn, IL 60402
Owned	Y758	Lake Cook Road Office	IL	Cook County	757	03-05-122-045-0000 (new for 2013 taxes)	Bank	1177 Lake Cook Road, Buffalo Grove, IL 60089
Owned	Y760	Ma Central Office	IL	Cook County	757	13-28-102-001-0000	Bank	5455 West Belmont Av, Chicago, IL 60641
Owned	Y760	Ma Central Office	IL	Cook County	757	13-28-102-042-0000	Bank	5455 West Belmont Av, Chicago, IL 60641
Owned	Y760_P2	Ma Central Parking Lot 3	IL	Cook County	757	13-21-328-030-0000	Parking Lot	5419-25 Belmont, Chicago, IL 60641
Owned	Y760_P2	Ma Central Parking Lot 3	IL	Cook County	757	13-21-328-031-0000	Parking Lot	5419-25 Belmont, Chicago, IL 60641
Owned	Y760_P2	Ma Central Parking Lot 3	IL	Cook County	757	13-21-328-043-0000	Parking Lot	5419-25 Belmont, Chicago, IL 60641
Owned	Y760_P3	Ma Central Parking Lot 2	IL	Cook County	757	13-28-102-008-0000	Parking Lot	5430 W Belmont, Chicago, IL 60641
Owned	Y760_P3	Ma Central Parking Lot 2	IL	Cook County	757	13-28-102-044-0000	Parking Lot	5430 W Belmont, Chicago, IL 60641
Owned	Y760_PL	Ma Central Parking Lot 1	IL	Cook County	757	13-21-328-023-0000	Parking Lot	5444-48 W Belmont, Chicago, IL 60641
Owned	Y760_PL	Ma Central Parking Lot 1	IL	Cook County	757	13-21-328-024-0000	Parking Lot	5444-48 W Belmont, Chicago, IL 60641
Owned	Y766	Park Ridge Office	IL	Cook County	757	12-02-203-008-0000	Bank	607 Devon Avenue, Park Ridge, IL 60068
Owned	Y766	Park Ridge Office	IL	Cook County	757	12-02-203-007-0000	Bank	607 Devon Avenue, Park Ridge, IL 60068
Owned	Y766	Park Ridge Office	IL	Cook County	757	12-02-203-008-0000	Bank	607 Devon Avenue, Park Ridge, IL 60068
Owned	Y766	Park Ridge Office	IL	Cook County	757	12-02-203-009-0000	Bank	607 Devon Avenue, Park Ridge, IL 60068
Owned	Y766	Park Ridge Office	IL	Cook County	757	12-02-203-045-0000	Bank	607 Devon Avenue, Park Ridge, IL 60068
Owned	Y766_PL	Park Ridge Parking	IL	Cook County	757	12-02-202-023-0000	Parking Lot	1212 South Prospect, Park Ridge, IL 60068
Owned	Y791	Riverside - Burlington Office	IL	Cook County	757	15-36-109-030-0000	Bank	40 East Burlington, Riverside, IL 60546
Owned	Y791	Riverside - Burlington Office	IL	Cook County	757	15-36-109-031-0000	Bank	40 East Burlington, Riverside, IL 60546
Owned	Y791	Riverside - Burlington Office	IL	Cook County	757	15-36-109-058-0000	Bank	40 East Burlington, Riverside, IL 60546
Owned	Y792	Ma Tinley Park Office	IL	Cook County	757	28-19-100-009-0000	Bank	7161 West 159th St, Tinley Park, IL 60477
Owned	Y804	Summit Office - Elgin	IL	Cook County	757	06-07-302-060-0000	Bank	850 Summit Street, Elgin, IL 60120
Owned	Y804	Summit Office - Elgin	IL	Cook County	757	06-07-302-077-0000	Bank	850 Summit Street, Elgin, IL 60120
Owned	Y817	18th - Clark Office	IL	Cook County	757	17-21-403-008-0000	Bank	1733 South Clark St, Chicago, IL 60616
Owned	Y825	Glenview/Northbrook	IL	Cook County	757	04-21-201-006-0000	Bank	2000 Willow Road, Glenview, IL 60028
Owned	Y828	Countryside - South Brainard	IL	Cook County	757	18-17-207-008-0000	Bank	5650 South Brainard, Countryside, IL 60525
Owned	Y829	Lagrange Park Office	IL	Cook County	757	15-27-324-030-0000	Bank	1215 East 31st St, La Grange Park, IL 60525
Owned	Y837	Westchester Office	IL	Cook County	757	15-21-301-057-0000	Bank	2121 South Mannheim, Westchester, IL 60154
Owned	Y837	Westchester Office	IL	Cook County	757	15-21-301-058-0000	Bank	2121 South Mannheim, Westchester, IL 60154
Owned	Y837	Westchester Office	IL	Cook County	757	15-21-301-146-0000	Bank	2121 South Mannheim, Westchester, IL 60154
Owned	Y837	Westchester Office	IL	Cook County	757	15-21-301-147-0000	Bank	2121 South Mannheim, Westchester, IL 60154
Owned	Y837	Westchester Office	IL	Cook County	757	15-21-301-150-0000	Bank	2121 South Mannheim, Westchester, IL 60154
Owned	Y841	Cicero Drive-Up	IL	Cook County	757	16-29-202-001-0000	Bank	5847 West Cermak Rd, Cicero, IL 60804
Owned	Y841	Cicero Drive-Up	IL	Cook County	757	16-29-202-002-0000	Bank	5847 West Cermak Rd, Cicero, IL 60804
Owned	Y841	Cicero Drive-Up	IL	Cook County	757	16-29-202-003-0000	Bank	5847 West Cermak Rd, Cicero, IL 60804
Owned	Y841_OLD	Cicero Office	IL	Cook County	757	16-20-428-028-0000	Bank	5900 West Cermak Rd, Cicero, IL 60804
Owned	Y841_OLD	Cicero Office	IL	Cook County	757	16-20-428-029-0000	Bank	5900 West Cermak Rd, Cicero, IL 60804
Owned	Y841_OLD	Cicero Office	IL	Cook County	757	16-20-428-030-0000	Bank	5900 West Cermak Rd, Cicero, IL 60804
Owned	Y841_PL	Cicero Office Parking Lot	IL	Cook County	757	16-29-201-034-0000	Parking Lot	5901 West Cermak Rd, Cicero, IL 60804
Owned	Y849	Western Office	IL	Cook County	757	13-36-209-026-0000	Bank	2300 North Western A, Chicago, IL 60647
Owned	Y849_DI	Western Drive Up	IL	Cook County	757	13-36-205-020-0000	Bank	2332 North Western A, Chicago, IL 60647
Owned	Y849_DI	Western Drive Up	IL	Cook County	757	13-36-205-021-0000	Bank	2332 North Western A, Chicago, IL 60647
Owned	Y852	Cermak And Cicero Office	IL	Cook County	757	16-21-434-007-0000	Bank	4630 West Cermak Rd, Cicero, IL 60804
Owned	Y852	Cermak And Cicero Office	IL	Cook County	757	16-21-434-008-0000	Bank	4630 West Cermak Rd, Cicero, IL 60804
Owned	Y852	Cermak And Cicero Office	IL	Cook County	757	16-21-434-009-0000	Bank	4630 West Cermak Rd, Cicero, IL 60804
Owned	Y853	Belmont Office - II	IL	Cook County	757	13-23-327-024-0000	Bank	3944 West Belmont Av, Chicago, IL 60618
Owned	Y853_P2	Belmont Parking Lot 2	IL	Cook County	757	13-23-328-004-0000	Parking Lot	3614-24 Belmont, Chicago, IL 60618
Owned	Y853_PL	Belmont Parking Lot	IL	Cook County	757	13-23-328-018-0000	Parking Lot	3235 N Springfield, Chicago, IL 60618
Owned	Y853_PL	Belmont Parking Lot	IL	Cook County	757	13-23-328-019-0000	Parking Lot	3235 N Springfield, Chicago, IL 60618
Owned	Y853_PL	Belmont Parking Lot	IL	Cook County	757	13-23-328-026-0000	Parking Lot	3235 N Springfield, Chicago, IL 60618
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-033-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-034-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-035-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-038-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-037-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-045-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y856	Montrose Office	IL	Cook County	757	12-13-402-046-0000	Bank	4350 North Harlem Av, Norridge, IL 60706
Owned	Y860	Beverly Drive Up	IL	Cook County	757	25-18-300-001-0000	Bank	10701 South Western, Chicago, IL 60643
Owned	Y860	Beverly Drive Up	IL	Cook County	757	25-18-300-002-0000	Bank	10701 South Western, Chicago, IL 60643
Owned	Y860	Beverly Drive Up	IL	Cook County	757	25-18-300-003-0000	Bank	10701 South Western, Chicago, IL 60643
Owned	Y860	Beverly Drive Up	IL	Cook County	757	25-18-300-004-0000	Bank	10701 South Western, Chicago, IL 60643
Owned	Y860_OLD	Beverly Office - II	IL	Cook County	757	25-18-304-056-0000	Bank	10501 South Western, Chicago, IL 60643
Owned	Y869	Oak Forest	IL	Cook County	757	28-16-416-001-0000	Bank	4920 159th Street, Oak Forest, IL
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-016-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-017-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-018-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-019-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-020-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-021-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-022-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-023-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-024-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-025-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-026-0000	Bank	40 West 47th Street, Western Springs, IL 60558
Owned	Y871	Western Springs Office	IL	Cook County	757	18-05-322-043-0000	Commercial	48 West 47th Street, Western Springs, IL 60558
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-016-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-020-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-021-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-022-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-023-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y872	Higgins Office	IL	Cook County	757	13-08-123-024-0000	Bank	6360 West Higgins Rd, Chicago, IL 60630
Owned	Y875	Harlem South Of Irving Office	IL	Cook County	757	12-24-208-048-0000	Bank	3940 North Harlem Av, Chicago, IL 60634
Owned	Y875	Harlem Office	IL	Cook County	757	17-08-330-016-0000	Bank	2100 West Chicago Av, Chicago, IL 60622
Owned	Y875	Harlem Office	IL	Cook County	757	17-08-330-031-0000	Bank	2100 West Chicago Av, Chicago, IL 60622
Owned	Y875	Harlem Office	IL	Cook County	757	17-08-330-032-0000	Bank	2100 West Chicago Av, Chicago, IL 60622
Owned	Y875	Harlem Office	IL	Cook County	757	17-08-330-033-0000	Bank	2100 West Chicago Av, Chicago, IL 60622
Owned	Y881	Stony Island	IL	Cook County	757	20-28-222-030-0000	Bank	7300 Stony Island, Chicago, IL 60649-310
Owned	Y888	Archer Office	IL	Cook County	757	19-10-233-011-0000	Bank	5075 South Archer Av, Chicago, IL 60632
Owned	Y888	Archer Office	IL	Cook County	757	19-10-233-012-0000	Bank	5075 South Archer Av, Chicago, IL 60632
Owned	Y887	Berwyn North Office	IL	Cook County	757	16-19-426-020-0000	Bank	6850 West Cermak Rd, Berwyn, IL 60402
Owned	Y887	Berwyn North Office	IL	Cook County	757	16-19-426-021-0000	Bank	6850 West Cermak Rd, Berwyn, IL 60402
Owned	Y887	Berwyn North Office	IL	Cook County	757	16-19-426-022-0000	Bank	6850 West Cermak Rd, Berwyn, IL 60402
Owned	Y887	Berwyn North Office	IL	Cook County	757	16-19-426-024-0000	Bank	6850 West Cermak Rd, Berwyn, IL 60402
Owned	Y889	Burbank Office	IL	Cook County	757	19-33-406-012-0000	Bank	4900 West 87th St, Burbank, IL 60459
Owned	Y889_PL	Burbank Parking Lot	IL	Cook County	757	19-33-407-058-0000	Parking Lot	8643 Lamon Avenue, Burbank, IL 60459
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	14-31-103-001-0000	Parking Lot	2313-2315 North West, Chicago, IL 60647
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	14-31-103-002-0000	Parking Lot	2313-2315 North West, Chicago, IL 60647
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	14-31-103-003-0000	Parking Lot	2313-2315 North West, Chicago, IL 60647
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	14-31-103-004-0000	Parking Lot	2313-2315 North West, Chicago, IL 60647
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-015-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-016-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-017-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-018-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-019-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y816_PL	Western Parking Lot	IL	Cook County	757	19-10-228-020-0000	Parking Lot	5074 South Archer Av, Chicago, IL 60632
Owned	Y269	Des Plaines	IL	Cook County	757	09-20-400-047-0000	Bank	1385 Lae Street, Des Plaines, IL 60018
Owned	Y269	Montrose House	IL	Cook County	757	12-13-402-016-0000	Bank	7211 West Montrose, Norridge, IL 60706
Owned	Y269	Montrose House	IL	Cook County	757	12-13-402-017-0000	Bank	7211 West Montrose, Norridge, IL 60706

Exhibit A
Scope of Services

EXHIBIT A

Scope of Services

PNC Bank offers the following Program Summary to the County of Cook of the State of Illinois (the "County") in support of its implementation of on-going project management services for effective governance of its ActivePay® Program as defined below.

I. Program Overview:

- a. PNC Bank will provide and implement an ActivePay® platform for the County with no less than the following tools and features:
 - i. ePayables Solution: A dynamically adjustable non-plastic card account(s) used to pay for goods and services after an invoice has been received for those goods or services (whether set up as a rotating pool or card accounts, ghost card accounts funded only to pay invoices from specific suppliers, or another arrangement similar in purpose).
 - ii. ActivePay Solution: PNC Bank will assist the County with the implementation of the following ActivePay features, at a minimum
 1. Provide data formats for integration with the County's information management systems to an extent necessary for the automatic transmittal of clients transactional and payment authorization data with support the mutually agreeable file transfer protocols.
 2. Comprehensive management and reporting with capability to effectively manage the ActivePay platform.
 - a. Provide data formats for integration with the County's information management systems to the extent necessary for the automatic transmittal of the County's transactional and payment authorization data.
 - b. Systems that support general program management activities and the County's monitoring of compliance against organization policy.
 - c. Administrative access to information on every type of account activity.
 - d. Reporting capability which includes client predefined and/or customized reports with performance indicators that highlight important trends.

II. PNC Bank Team:

- a. PNC Bank's Senior Vice President for Payables Services will have ultimate accountability for the fulfillment of all PNC Bank commitments to the County.

PNC Bank's Senior Vice President for Payables Services may designate other PNC Bank representatives to act on his/her behalf from time to time.

- b. PNC Bank will provide the following team support dedicated to the County's Program:
 - i. PNC Bank Account Manager
 - 1. Designated project leader for implementation
 - 2. Manages the team dedicated to the program
 - 3. Performs periodic program performance review
 - ii. PNC Bank Account Services Representative
 - 1. Provides day to day assistance for company Administrator(s)
 - 2. Acts as the County's point of contact regarding the Program
 - iii. PNC Bank Account Development Consultant
 - 1. Works directly with clients to "find" spend and enhance/optimize the program
 - 2. Coordinates vendor enrollment
 - 3. Manages proprietary database of enrolled AP card vendors
 - iv. Technology Representative
 - 1. Works with the County on all technology and integration issues, training and development
 - 2. Design and optimization of reporting via the ActivePay tool

III. Vendor Enrollment: PNC Bank will provide the following minimum support for Program implementation and follow-on Program support:

- a. Dedicated PNC Bank Account Development Consultant and Dedicated Team Support as listed in Section II.
- b. Focused effort to maximize enrollment by gaining widespread vendor acceptance for the PNC Bank's ePayables payment methods in accordance the plan agreed to be the parties.
 - i. PNC Bank will work in close, effectively-governed cooperation with the County:
 - 1. PNC Bank will work to expedite on-boarding and maximize first-year and subsequent Program spend volume.
 - 2. PNC Bank will conduct joint planning, work programs and training to ensure effective program administration and user experience to include:
 - a. Conducting effective targeting and use of resources towards agreed upon priorities.
 - b. Conducting weekly meetings with the County to review and make recommendations to adjust enrollment process.
 - c. Conducting timely communications and sharing of intelligence, data and information between the parties.
 - d. Providing both on-site and phone/internet training (at a mutually-agreed frequency) to support the successful

Program implementation and continuous management of Program growth.

- e. Working across boundaries as necessary to coordinate enforcement activity
- ii. PNC Bank will capture all vendor contacts and feedback in detailed tracking database.
- iii. PNC Bank will not alter any vendor terms on behalf of the County as PNC Bank works with vendors to enroll in the Program.
- iv. PNC Bank will address and solve all non-conforming program related issues at the lowest PNC Bank management level possible and will escalate all vendor questions back to appropriate County contact(s).
- v. PNC Bank will provide a Life-of Program On-Countyng process
 - 1. Maintaining a Vendor Enrollment Database to continuously monitor vendors dynamically in and ongoing and rapid enrollment process.
 - 2. Working with the County to maintain a continuous process to increase percent of vendor enrollment for the life of the Program.
- c. **Meetings.** In addition to Program kick-off meetings, PNC Bank and the County will conduct and/or produce:
 - i. Weekly Project Status Meetings
 - 1. To discuss and communicate Program status, to raise and resolve issues and risks and to obtain approval for sign-off at various phases of the Program.
 - 2. To assign corrective action and tasks to PNC Bank and the County.
 - ii. Program Status Reports to identify issues and status. PNC Bank will produce reports on a weekly basis to document status of the Program, note accomplishments and update milestones. Program issues will be documented, tracked, assigned for resolve, and retained as historical information
 - iii. PNC Bank will work with the County to establish regular meetings to discuss the Program and resolve any issues.
- d. **Reporting and Data Transmission-**
 - i. Determining strategies for data mapping into expense reporting systems and other custom file feeds and reconciliation
 - ii. Determining data requirements and integration for reconciliation
 - iii. Determining merchant restriction and spending controls Single Use Account AP transactions
- e. **Program Schedule:** PNC Bank in conjunction with the County will develop an initial Program implementation schedule with completion dates to include implementation Phases as part of this contract and then adjust the timeline and establish finite dates for project schedule after initial kick-off meeting upon full execution of the Agreement.

EXHIBIT B

E-Payables Terms and Conditions, Credit Line, and Rebate Schedule

EXHIBIT B

VISA COMMERCIAL CARD TERMS AND CONDITIONS (PAYABLES)

THIS VISA COMMERCIAL CARD TERMS AND CONDITIONS SHALL APPLY TO COUNTY CONTRACT 1488-13855. The terms of this Contract including all Exhibits attached thereto are meant to be read consistent with one another. Notwithstanding such incorporation, none of the terms set forth in this Exhibit which conflict with the express terms of the Professional Services Agreement ("PSA") shall be deemed or construed to supersede the terms of PSA.

The PSA and this Exhibit B sets forth the terms and conditions upon which PNC Bank will extend credit to the County of Cook by establishing an ActivePay[®] Payables Card program (the "ActivePay[®] Program") for the County of Cook, issue to the County of Cook, as set forth below, 10 or more Visa Card numbers, which may or may not include physical plastic cards (each, a "Card" and collectively, the "Cards") and perform various Card services in connection with the ActivePay[®] Program.

The County of Cook and PNC Bank, intending to be legally bound upon approval of Cook County Contract 1488-13855 by the Cook County Board of Commissioners and execution by the County thereafter, hereby agree as follows:

1. CARD MINIMUM; VENDOR ACCOUNTS.

To establish and maintain the ActivePay[®] Program, the County of Cook must maintain a PNC Bank demand deposit account in the County of Cook's name and a minimum of 10 Cards must be issued and outstanding at all times. One Card, bearing a distinct number and selected activity limits (a "Vendor Account"), will be established by PNC Bank for each Card requested by the County of Cook and issued. Cards may be used by a vendor, or by one or more employees of the County of Cook or its Designated Affiliates, as defined below (the vendor and each such

employee is sometimes referred to herein as an "Authorized User").

2. BUSINESS PURPOSES.

Cards are to be used solely for business purposes and the County of Cook agrees to so advise each Authorized User. The County of Cook's obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

3. CARD SERVICES.

Cards can be used to purchase goods or services ("Purchases") wherever Visa credit cards are accepted, subject to applicable activity limits on the related Vendor Accounts and the County of Cook Credit Limit (as defined in Paragraph 5).

4. ESTABLISHMENT OF CARDS.

PNC Bank will establish a Card in the name of each vendor designated in writing to PNC Bank by the County of Cook Card Program Administrator. The initial County of Cook Card Program Administrator (including any alternate County of Cook Card Program Administrator(s)) (each, a "Program Administrator") will be set forth on the PNC Bank Corporate Contact Form delivered to PNC Bank. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice to PNC Bank from any Program Administrator.

Except as the County of Cook shall otherwise direct PNC Bank in writing, the County of Cook hereby authorizes and directs PNC Bank to issue a renewal or replacement for each Vendor Account before the expiration of each Card.

The County of Cook acknowledges and agrees that Cards are not assignable or transferable, by

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

operation of law or otherwise, and will so notify all Authorized Users.

The County of Cook shall be liable for all charges made in respect of the ActivePay® Program, except as provided in Paragraph 17 with respect to continued unauthorized use after receipt of notice by PNC Bank. The County of Cook shall be liable for all charges resulting from use of a Card by a vendor or an Authorized User following termination of such Authorized User's employment with the County of Cook until the County of Cook has notified PNC Bank to cancel the Card or a Vendor Account in accordance with Paragraph 15.

**5. COUNTY OF COOK CREDIT
LIMIT; VENDOR ACCOUNTS;
ACTIVITY LIMITS.**

PNC Bank hereby establishes a maximum credit limit to be available for Purchases that may be outstanding from time to time under the ActivePay® Program and under any other commercial card program the County of Cook may have with PNC Bank, in the amount set forth in the County of Cook Credit Limit Schedule attached to this Exhibit B from time to time and incorporated herein by reference (the "**County of Cook Credit Limit**"). PNC Bank may, in consultation with the County of Cook, establish sublimits under the County of Cook Credit Limit to be applicable to the ActivePay® Program and such other commercial card programs, which sublimits may be changed from time to time by PNC Bank. **PNC Bank may, at its discretion, (i) reduce the County of Cook Credit Limit at any time, upon 60 days' written notice to the Program Administrator, except in the case of a Default hereunder, in which case no such notice is required, or (ii) decline charges against or close any one or more Vendor Accounts at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Vendor Account, without prior notice to the County of Cook.**

The County of Cook agrees to advise their vendors and Authorized Users of activity limits with respect to Vendor Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Vendor Account during any period. The County of Cook understands that, because of Visa rules and procedures, PNC Bank may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the County of Cook shall be liable notwithstanding applicable activity limits. The County of Cook further understands that once an activity limit is reached with respect to any Vendor Account, further uses of the Card associated with such Vendor Account will not be permitted until such applicable activity limit period has expired or the County of Cook advises PNC Bank of a change to the activity limit in accordance with Paragraph 15. The County of Cook further understands that once the County of Cook Credit Limit is reached, further uses of Cards will not be permitted until aggregate Vendor Account balances are reduced below the County of Cook Credit Limit.

6. PROMISE TO PAY; FEES; TAXES.

The County of Cook agrees to pay PNC Bank on each Payment Due Date the full amount necessary to settle all balances on all Cards and Vendor Accounts. The County of Cook also agrees to pay PNC Bank the fees and other charges set forth in the Fee Schedule which is attached hereto as Attachment 2 (the "**Card Services Fee Schedule**"). The County of Cook agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the County of Cook. PNC Bank, however, may at any time amend such

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

Fee Schedule, to the extent, and in the amount, necessary to reflect any reduced interchange or any increased costs to PNC Bank by any additions to or any increases in the fees, charges, or other amounts PNC Bank is required to pay to any third party and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

PNC Bank shall pay a rebate in accordance with Attachment 3. Rebate Schedule. (the "**Rebate**") based upon the aggregate total dollar volume of the ActivePay[®] Program activity and any other commercial card program activity the County of Cook has with PNC Bank, based on monthly statement cycle activity during each calendar quarter, or during each partial calendar quarter in the case of (a) the period commencing the Effective Date through the last day of the quarter in which the Effective Date occurs, or (b) the period commencing on the first day of a calendar quarter through the date County Contract 1488-13855 is terminated (each, a "**partial calendar quarter**"). Total dollar volume of the ActivePay[®] Program and other commercial card program activity is calculated as set forth in Attachment 3 attached hereto, and shall not include (i) any "**unauthorized use**" as defined in Paragraph 17 and (ii) any outstanding balances on Vendor Accounts which are not paid on or before each Payment Due Date. Such Rebate shall be paid on or within thirty (30) days following the applicable quarter and shall be paid by check payable to the County of Cook or by a credit to a single account of the County of Cook (such account to be designated in writing to PNC Bank), as determined by PNC Bank. The Rebate shall be calculated for each calendar quarter or partial calendar quarter in accordance with Attachment 3. PNC Bank may at any time amend the Rebate in the event, to the extent, and in the amount, necessary to reflect any reduced interchange payments resulting from any updates to the Commercial Interchange Reimbursement Fees paid by Visa to PNC Bank from time to time in accordance with Visa's published schedules in effect from time to time and, in such case, upon written request, PNC Bank will provide to the

Program Administrator information in reasonable detail to verify any such amendment.

In no event shall a Rebate be payable by PNC Bank to the County of Cook if a Default by the County of Cook has occurred hereunder. After a Default, PNC Bank may setoff any amounts owed by the County of Cook under this Exhibit B against any Rebate earned.

7. PAYMENT.

Payments must be submitted by a PNC Bank initiated direct debit to a designated County of Cook account or by a County of Cook initiated wire transfer or ACH transfer in accordance with the procedures determined by PNC Bank. Any failure to comply with PNC Bank's procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the County of Cook agrees to pay PNC Bank such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by PNC Bank, unless PNC Bank, in its sole discretion, determines to add additional payment options. The County of Cook understands that the County of Cook's use of certain payment options may require the County of Cook to execute additional documents in order for PNC Bank to implement such payment options.

In addition to the other payment obligations of the County of Cook pursuant to this Exhibit B, the County of Cook agrees to pay immediately the full amount of any outstanding balance exceeding the County of Cook Credit Limit.

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

**8. MONTHLY STATEMENTS;
DISPUTED BILLINGS.**

PNC Bank shall furnish to the Program Administrator monthly statements reflecting all transactions posted to all Vendor Accounts, and all activity relating to the charging of fees and charges, and any credits with respect to the same ("**Monthly County of Cook Statements**"). PNC Bank's statements to the County of Cook shall be in accordance with PNC Bank's standard reporting statement formats as of the time of such statements.

If the County of Cook disputes, or suspects an error has been made with respect to, any charges or billings, the County of Cook must notify PNC Bank within sixty (60) days of the date of the Monthly County of Cook Statement on which the disputed charge or error first appeared. If the County of Cook does not so notify PNC Bank, the County of Cook waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Exhibit B shall be communicated in writing to PNC Bank at the address set forth in Paragraph 25. Communications should include the County of Cook's name and the Vendor Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

9. ALLOCATION OF PAYMENTS.

PNC Bank may apply each payment made by the County of Cook in any order PNC Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance under the ActivePay[®] Program or otherwise).

**10. COUNTY OF COOK
REPRESENTATIONS; FINANCIAL
INFORMATION; REQUIRED
NOTICES; CREDIT REPORTS.**

The County of Cook agrees to furnish PNC Bank, upon PNC Bank's request, such authorizations, verifications, certificates and information as PNC Bank may require from time to time with respect to this Exhibit B and the County of Cook, including the authority and true signature of any Program Administrator.

The County of Cook shall deliver to PNC Bank as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of the County of Cook, financial statements of the County of Cook in a form acceptable to PNC Bank; provided, however, that the County of Cook shall not be required to deliver such financial statements to PNC Bank hereunder if such financial statements are delivered by the County of Cook to PNC Bank or any of PNC Bank's affiliates under any lending or other relationship. The County of Cook agrees that PNC Bank and its affiliates may share information that PNC Bank and any affiliate receive from the County of Cook under this Exhibit B and under other lending and business relationships. In the event that any financial information submitted to PNC Bank has been prepared by an outside accountant in New Jersey, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by PNC Bank in connection with PNC Bank's determination to grant or continue credit.

The County of Cook shall notify PNC Bank within five (5) Banking Days after the occurrence of each Default under Paragraph 12 by providing a statement setting forth the details of such Default and the action which the County of Cook proposes to take with respect thereto.

**11. CONFIDENTIAL AND
PROPRIETARY INFORMATION.**

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

In connection with the ActivePay® Program and this Exhibit B, PNC Bank and the County of Cook will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). The County of Cook and PNC Bank agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to a party's affiliates and its or their employees, officers, directors, agents, representatives or other third parties that provide or may provide ancillary support relating to the ActivePay® Program services and require disclosure or access in the course of employment or services, or to its external or internal auditors or regulatory authorities, and (c) not to use such Confidential Information except in connection with the ActivePay® Program and for the purposes of this Exhibit B. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Section where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties not, to such receiving party's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Exhibit B, Confidential Information of a party shall include, without limitation, any scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial

models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Each of the County of Cook and PNC Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Exhibit B; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Paragraph 11.

Each of the County of Cook and PNC Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

12. EVENTS OF DEFAULT.

Any of the following constitute an event of default (each, a "**Default**") of the County of Cook:

(a) any payment is not made on the applicable Payment Due Date, or any other obligation under this Exhibit B is not paid within ten (10) business days from the date when it is due;

(b) the terms of this Agreement are breached by the County of Cook or any Authorized User in any manner, and such breach continues for a period longer than thirty (30) days following the earlier to occur of (i) the date on which the County of Cook becomes aware of such breach or (ii) the date on which PNC Bank notifies the County of Cook of such breach, or any representation or warranty made by the County of Cook hereunder is not true and correct in any material respect when made:

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

(c) less than ten (10) Cards are issued and outstanding;

(d) the County of Cook defaults under the terms of a Continuing Covenant Agreement with PNC Bank or under the terms of any financial obligation made to PNC Bank by the Cook County Bureau of Finance that is beyond any grace period with respect thereto;

(e) one or more final, unappealable judgments against the County not covered by insurance, or attachments against the property of the County, the operation or result of which, individually or in the aggregate, equal or exceed \$50,000,000 shall remain unpaid, unstayed, undischarged, unappealed, unbonded or undismissed for a period of sixty (60) days;

(f) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against the County of Cook;

(g) [Intentionally Omitted];

(h) the County of Cook ceases to conduct business as a going concern, becomes insolvent or is dissolved, or PNC Bank otherwise believes in good faith that the prospect of payment and/or performance herein is impaired; and

(i) [Intentionally Omitted];

(j) [Intentionally Omitted].

(k) the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the County of Cook.

13. REMEDIES.

Upon the occurrence of a Default as defined in Paragraph 12: (i) if a Default under clause (f) above shall occur, the full outstanding balance of

all Vendor Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Company Credit Limit, all Vendor Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind; (ii) if any other Default shall occur, PNC Bank may, at its option, and without additional notification: (a) terminate the County of Cook Credit Limit, close any or all Vendor Accounts to all use and terminate this Exhibit B, and (b) demand payment of the full outstanding balance on all Vendor Accounts and any other amounts payable under this Exhibit B, and require immediate repayment in full of such amounts; and (iii) PNC Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law.

14. BANKER'S LIENS AND RIGHT OF SETOFF.

[Intentionally Omitted]

**15. COUNTY OF COOK
CANCELLATION OF CARDS OR
VENDOR ACCOUNTS OR
REDUCTION OF ACTIVITY
LIMITS.**

If the County of Cook at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Card or Vendor Account (including as a result of the termination of an Authorized User's employment), the Program Administrator shall so notify PNC Bank in writing specifying the requested date of such action. A Program Administrator may authorize a change to any activity limit or other requirement on a Card or a Vendor Account with respect to a particular transaction or transactions orally or online, on which PNC Bank may rely; provided, however, that for any such change to become permanent, any oral change must be set forth in writing by the County of Cook Program Administrator to PNC Bank.

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

Upon cancellation of any Card or termination of any Vendor Account, the County of Cook will promptly notify the Authorized Users and the Vendor. Upon cancellation of a Card (other than a lost or stolen Card as to which PNC Bank has received notice) or termination of any Vendor Account (including as a result of termination of employment of an Authorized User as to which PNC Bank has received notice), the County of Cook shall remain liable for all outstanding balances incurred by the use of such Card or Vendor Account prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Card or Vendor Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to PNC Bank with respect to such Card or Vendor Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Card or Vendor Account, the County of Cook will promptly notify the vendor and the Authorized User. Notwithstanding any such notice, the County of Cook shall remain liable for all amounts incurred by the use of such Card or Vendor Account.

16. TERMINATION; EFFECT OF TERMINATION.

The Rebate Table shall remain in effect until the earlier of (i) five (5) years from the Effective Date (and will be subject to renegotiation at the end of such period) or (ii) termination of this Exhibit B.

These Terms and Conditions shall remain in effect until County Contract XXX is terminated. The County of Cook and PNC Bank may each terminate County Contract 1488-13855 at any time *without cause* upon at least sixty (60) days prior written notice to the other party (which notice shall specify the date of termination).

Upon termination, the full balance of all Vendor Accounts and any other amounts payable shall be immediately due and payable in full.

The County of Cook hereby forever waives presentment, protest, notice of dishonor and notice of non-payment. The County of Cook also waives all defenses based on suretyship or impairment of collateral.

Notwithstanding any termination of this Exhibit B, this Exhibit B shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to PNC Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 11 of this Exhibit B, (iv) [intentionally omitted] (v) [intentionally omitted]; and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 24. Further, in the event of a termination due to a Default by the County of Cook or a termination for convenience by the County of Cook under Section 16, the County of Cook shall reimburse PNC Bank for any reasonable out-of-pocket expenses incurred by PNC Bank for unused customized cards and forms requested by the County of Cook.

**17. LOST OR STOLEN CARD;
LIABILITY FOR UNAUTHORIZED
USE.**

The County of Cook agrees to notify PNC Bank immediately if the County of Cook suspects or knows that a Card is lost or stolen by calling the following telephone number: (800) 685-4039. The County of Cook must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Card to PNC Bank at the address set forth in Paragraph 25.

The County of Cook shall be liable for all unauthorized use of any Card. For the purposes of this Exhibit B, "**unauthorized use**" means the use of a Card by a person, other than an Authorized User, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized User or the County of Cook receives any benefit, including without limitation, any fraudulent use. The County of Cook will not, however, be liable for

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

any unauthorized use that continues after PNC Bank is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Card by an Authorized User at any time, even if an Authorized User is no longer employed or associated with the County of Cook, shall not constitute unauthorized use, subject to applicable law and Paragraph 15 of this Exhibit B.

18. FORCE MAJEURE.

Notwithstanding any other provisions herein, PNC Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, the County of Cook or any third party (including Total Systems Inc. or AOC Solutions, Inc.), severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, or any other cause beyond PNC Bank's reasonable control.

**19. NOTICE RE: COMMUNICATIONS
BY TELEPHONE.**

To review and monitor appropriate handling of inquiries and PNC Bank's performance, some telephone calls between employees or agents of PNC Bank and the County of Cook may be monitored by PNC Bank's supervisory or management personnel, without notice to the County of Cook or such employees or agents of PNC Bank. PNC Bank will not, however, make a sound recording of any telephone call without disclosure to the County of Cook.

20. INDEMNIFICATION.

[Intentionally Omitted]

**21. DISCLAIMERS OF WARRANTIES,
SPECIAL DAMAGES AND
LIABILITIES.**

PNC BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, ARISING OUT OF OR RELATED TO THIS EXHIBIT B, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY EXHIBIT B OF THE PARTIES.

IN NO EVENT SHALL PNC BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PNC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PNC BANK BE LIABLE FOR AN AMOUNT GREATER THAN TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE UNDER THIS COUNTY CONTRACT 1488-13855

In addition, the County of Cook acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including PNC Bank) or by the agents, brokers, cardholders (including the County of Cook or any Authorized User), or merchants of any such Visa member arising out of the Visa Card product, including without limitation the ActivePay[®] Program and services provided herein. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING PNC BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

**22. AMENDMENTS; WAIVER;
CUMULATIVE REMEDIES.**

Except as expressly provided herein, this Exhibit B may be amended or modified only by a written agreement signed by both PNC Bank and the County of Cook. No waiver by either party of any of its respective rights herein shall be effective unless in writing signed by an authorized representative of such party. If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity.

23. ASSIGNMENT; BINDING EFFECT.

[Intentionally Omitted]

**24. WAIVER OF JURY TRIAL; VENUE;
ENFORCEMENT.**

EACH OF THE COUNTY OF COOK AND PNC BANK HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO COUNTY CONTRACT 1488-13855

In the event of any breach of Paragraph 11, for which it is recognized that there may be no adequate remedy at law, and for which adequate consideration has been received, PNC Bank and the County of Cook shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.

25. NOTICES.

[Intentionally omitted]

Notwithstanding anything herein to the contrary, if the County of Cook has not identified any Program Administrator or Authorized Contracting Officer, or if PNC Bank is unable to determine the identity of such person from its records, then all notices to the County of Cook permitted or required by this Exhibit B shall be addressed to the County of Cook at the address shown on the records of PNC Bank.

26. TECHNOLOGY.

At the County of Cook's request, PNC Bank may, in its discretion, make available to the County of Cook certain additional technology, including but not limited to its payables card processing application ("ActivePay[®]") and/or certain Internet-based services provided by Visa, known as Visa Information Management ("VIM"). PNC Bank may discontinue providing ActivePay[®], VIM or any other service to the County of Cook at any time upon sixty (60) days prior written notice to the County of Cook. The County of Cook may discontinue using ActivePay[®], VIM or any other service at any time upon sixty (60) days prior written notice to PNC Bank.

In order to utilize VIM, the County of Cook acknowledges and agrees that: (a) it and/or its Authorized Users will be required to register with Visa and will be bound by such terms and conditions governing the County of Cook's access to and use of VIM as established from time to time by Visa, and by any third parties that Visa may use in providing VIM services; and (b) it will be responsible for granting access to and authority to use VIM to one or more persons in accordance with procedures established by Visa. Further, the County of Cook acknowledges and agrees that when it utilizes VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to PNC Bank and, provided that the person giving those instructions entered the proper security or other codes or identifying

**VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)**

numbers, PNC Bank will comply with the instructions received from Visa without further verifying those instructions with the County of Cook.

In addition to the requirements set forth in this Paragraph 26, in order to utilize ActivePay® or any other technology that PNC Bank may make available to the County of Cook from time to time, the County of Cook and/or its Authorized Users may be required to register with such vendor and agree to its terms and conditions governing the County of Cook's access to and use of such technology. The County of Cook also may be required to execute such other documentation, in form and substance acceptable to PNC Bank, and to agree to certain other terms and conditions governing use of such technology as may be established by PNC Bank or any third party vendor used by PNC Bank in conjunction with the provision of such services (including, without limitation, AOC Solutions, Inc.).

PNC Bank is authorized to exchange with Visa, AOC Solutions, Inc., any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the County of Cook and the transactions under this Exhibit B and any other commercial card Exhibit B with PNC Bank.

PNC Bank shall have no liability to the County of Cook in connection with the performance, or failure to perform, of VIM, ActivePay® or any other additional technology used by the County of Cook in connection with the ActivePay® Program.

27. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in the Exhibit B, the following words and terms shall have the following meanings:

"**Exhibit B**" means this PNC ActivePay® Payables Card Exhibit B, including all Schedules, Exhibits, Addenda and attachments, as it and they may be amended from time to time.

"**Banking Day**" is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

"**Payment Due Date**" refers to each date upon which payment of any type is due from the County of Cook to PNC Bank. The Payment Due Date for the amount shown on any Monthly County of Cook Statement as "**Total Payment Due**", including any disputed amounts (as described in Paragraph 8), shall be the date which is seven (7) calendar days after the date identified on the Monthly County of Cook Statement as "**Statement Date**".

28. GOVERNING LAW.

[Intentionally omitted]

29. CONSTRUCTION.

To the extent possible, each provision of this Exhibit B shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of this Exhibit B. Titles and headings to paragraphs of this Exhibit B are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Exhibit B. All Schedules, Exhibits and Addenda to this Exhibit B are hereby made a part of this Exhibit B in all respects.

THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA COMMERCIAL CARD EXHIBIT B
(PAYABLES)



Attachment 1

*Prepared for
County of Cook Name*

COUNTY OF COOK CREDIT LIMIT SCHEDULE

Date: _____

County of Cook: \$10,000,000

County of Cook Credit Limit under
Commercial Card Program and
other commercial card programs \$ _____

In the event of a change in the County of Cook Credit Limit, as provided in the VISA Commercial Card Exhibit B or other commercial card Exhibit B, PNC Bank will provide a revised County of Cook Credit Limit Schedule to the County of Cook. The revised County of Cook Credit Limit will be effective as of the date set forth on the new County of Cook Credit Limit Schedule.

Attachment 2

Card Services Fee Schedule

Category	Standard Price	Cook County
I. Monthly Program Maintenance Fee <i>Standard Account Includes:</i> <ul style="list-style-type: none"> ➤ Program administration ➤ Cardholder statements ➤ Invoices ➤ Standard paper reports ➤ Cards (no limit on # of accounts) ➤ Transmissions (EDI or Flat File) 	\$200 per month	Waived
II. Transaction Fee 0 - 500 500 - 1,000 > 1,000	\$.50 per transaction \$.25 per transaction No charge	Waived
III. Corporate Account Late Fee	1% of outstanding balance at 15 days past the next statement cycle close date*	1% of outstanding balance at 15 days past the next statement cycle close date*
IV. Cash Advance Transaction Fee	\$3 or 3% per advance <i>(whichever is greater)</i>	\$3 or 3% per advance <i>(whichever is greater)</i>
V. Foreign Exchange Fee	Exchange Rate + 1%**	Exchange Rate + 1%**
VI. ActivePay® ➤ <i>One-time implementation fee</i> ➤ <i>Web Services (Optional)</i> ➤ <i>Incoming & outgoing faxes (including receipts submitted via fax)</i>	➤ \$10,000 ➤ Pass-thru at cost (based on development hours) ➤ \$0.18 per page	➤ Waived ➤ Pass-thru at cost (based on development hours) ➤ \$0.18 per page
VII. Custom Card Graphics (optional) (A) Single-Color Logo on standard PNC card design <ul style="list-style-type: none"> • Image and Template Design (<i>two logos max</i>) • Cost per card (B) Custom Card Design or Multi-Color Logo – Non Chip Card <ul style="list-style-type: none"> • Client-specific card designs • Bulk upload of card design / image file • Integrate 600 dpi color images (C) Custom Card Design or Multi-Color Logo – Chip Card (<i>minimum order quantity of 1,000</i>)	<ul style="list-style-type: none"> • \$250 per logo • \$1 per card • \$350 per image upload • TBD by design 	<ul style="list-style-type: none"> • Waived • Waived • \$350 per image upload • TBD by design

* If payment in full of amounts due under a monthly statement has not been made by the date that is 15 days after the next statement closing date, then 1% of the outstanding balance will be charged as a late fee and will appear on the next statement.

** Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

Attachment 3

Rebate Schedule

PNC Bank is offering the following rebate incentives to the County based on the payment terms defined below:

Annual Dollar Volume *	30
Billing Cycle Days	7
Payment Terms (Calendar Days)	7
\$250,000,000 and above	197
\$175,000,000 to \$249,999,999	196
\$100,000,000 to 174,999,999	195
\$75,000,000 to \$99,999,999	194
\$60,000,000 to \$74,999,999	193
\$45,000,000 to \$59,999,999	190
\$40,000,000 to \$44,999,999	180
\$30,000,000 to \$39,999,999	175
\$20,000,000 to \$29,999,999	170
\$10,000,000 to \$19,999,999	165
\$0 to \$9,999,999	160

* “**Annual Dollar Volume**” means January through December total Dollar Volume, based on monthly statement cycle activity; and “**Dollar Volume**” means the total of purchases minus returns minus cash advances under the commercial card Program and all other card programs County has with PNC Bank. For the purposes of tier calculation only, Annual Dollar Volume shall include the Annual Dollar Volume of the Board of Education of the City of Chicago’s commercial card program with PNC Bank.

** Rebate Incentives are listed in basis points. One basis point equals .0001. Transactions that qualify for the Visa Large Ticket Merchant program (“**Large Ticket Transactions**”) will be included in calculating the Annual Dollar Volume tier achieved, but the Large Ticket Transactions will earn a rebate calculated at the lesser of (a) one-half (½) of the applicable Rebate Incentive tiers set forth above, or (b) seventy-two and one-half (72.5) basis points; provided, however, PNC Bank may reduce the rebate earned on Large Ticket Transactions to reflect any reduced interchange payments resulting from any updates to the fees paid to PNC Bank by Visa in accordance with Visa’s published schedules in effect from time to time.

The above schedule reflects a corporate bill, payment, and liability program for the Commercial Card Program.

Rebates are paid on a quarterly basis. The quarterly payment due each quarter shall be determined by (i) determining the actual aggregate Dollar Volume for the period from the first day of the billing cycle for the applicable calendar year until the last day of the billing cycle for the applicable quarter, (ii) multiplying that Dollar Volume by (A) four (4) for the first quarter of the year, (B) two (2) after the second quarter of the year, or (C) four-thirds (4/3) after the third quarter of the year, to determine the

expected Annual Dollar Volume for purposes of determining the applicable Rebate Tier shown on the table above, and (iii) multiplying the applicable rebate incentive by the actual Dollar Volume for the applicable quarter. At the end of the year (ending on the date of the monthly cycle that ends in December), the full year Annual Dollar Volume will be used to calculate the actual annual rebate value, and PNC Bank will pay the County the annual rebate earned MINUS the partial rebates paid to the County during the year. In the event that the actual annual rebate earned is less than the rebates paid to the County during the year, the County will be responsible to reimburse PNC Bank the amount of the overpayment by January 31 of the following calendar year.

SIGNING BONUS

PNC Bank is offering the County an incentive in the form of a one-time signing bonus of \$250,000 (the "**Signing Bonus**") based upon achieving \$35,000,000 of Dollar Volume (the "**Spend Threshold**") by end of the twenty-fourth (24th) month following the date on which the first transaction is processed (the "**Spend Period**"). This Signing Bonus is payable within thirty (30) days after the commencement of the Spend Period. If the County does not achieve the Spend Threshold by the end of the Spend Period, whether because of termination of the program or otherwise, the Company shall be required to repay to PNC Bank a portion of the Signing Bonus, calculated based on the percentage of the Shortfall. For example, if the Company achieves \$17,500,000 of Dollar Volume during the Spend Period then \$125,000 of the Signing Bonus (a 50% shortfall, referred to as the "**Shortfall**") shall be repaid to PNC Bank. The Shortfall, if any, shall be due and payable on demand, and at PNC Bank's sole election and discretion, PNC Bank may accept repayment of all or any portion of the Shortfall from subsequent Rebate payments that may be owed to the Company.

EXHIBIT C

Board Authorization



Board of Commissioners of Cook
County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 14-4237 **Version:** 1 **Name:** Epayables System
Type: Contract **Status:** Approved
File created: 7/8/2014 **In control:** Board of Commissioners
On agenda: 7/23/2014 **Final action:** 7/23/2014
Title: PROPOSED CONTRACT

Department(s): Bureau of Finance, Office of the County Comptroller

Vendor: PNC Bank, National Association, Pittsburgh, Pennsylvania

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Electronic payment card services

Contract Value: \$0.00 cost

Contract period: 8/1/2014 - 7/31/2017 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: Revenue Generating: FY 2014, \$250,000.00; FY 2015, \$450,000.00; FY2016, \$450,000.00

Accounts: 490-260

Contract Number(s): 1488-13855

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: The Bank will provide the County with electronic payment card services, utilizing a virtual credit card for vendor payments, that is cost effective, flexible and user friendly with strong security, antifraud and reconciliation features that includes: 1) robust online reporting; 2) a rebate incentive program; 3) on-going marketing and enablement process to expand the use of the virtual card as a form of payment across the County's vendors/suppliers; and 4) 24 x 7 customer service which will include technical and functional user and vendor training.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Procurement Code: PNC Bank. was previously awarded a contract by the Chicago Board of Education through a Request for Proposal (RFP) process. Cook County wishes to leverage this procurement effort.

Sponsors:

Indexes: LAWRENCE WILSON, County Comptroller

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/23/2014	1	Board of Commissioners	approved	Pass

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: PNC Bank, National Association

BUSINESS ADDRESS: 249 Fifth Avenue
Pittsburgh, Pennsylvania 15222

BUSINESS TELEPHONE: 312-338-2295 FAX NUMBER: 312-338-8129

CONTACT PERSON: Jonathan N. Casiano

FEIN: 22-1146430 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS: Please see attached PNC Bank, N.A. "Directors/Officers Report"

PRESIDENT: _____ VICE PRESIDENT: _____

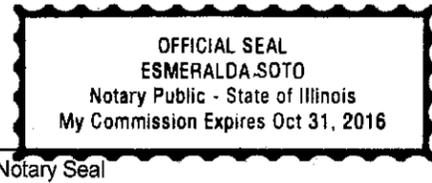
SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
15 day of July, 2014
x [Signature]
Notary Public Signature

My commission expires:
10.31.2016



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shannon E. Andrewogee
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8th DAY OF August, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1488-13855

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 00.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 4901618.520835

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM _____

APPROVED AS TO FORM:

Julia Chernoy

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Attachment 1

Reference Contract: (Board of Education for the City of Chicago:

Board Report Number 14-0264-PR27-5; July 15, 2014)

This Agreement will be posted on the CPS Internet website.

BANK SERVICES AGREEMENT

This BANK SERVICES AGREEMENT ("Bank Services Agreement") is entered into by and between the Board of Education of the City of Chicago, school district and a body politic and corporate organized and existing under the laws of the State of Illinois ("Board") and PNC Bank, National Association, a national banking association, formed and existing under the laws of the United States of America ("Bank"). "Agreement" means this Bank Services Agreement, including all exhibits attached to it and incorporated herein by this reference, including Exhibit A (Visa Commercial Card Scope of Services), Exhibit B (Fee Schedule) and Exhibit C (Rebate Schedule). If there is an inconsistency between the terms of this Bank Services Agreement and the terms of Exhibits A, B or C, the terms of this Bank Services Agreement shall control, but only to the extent of any inconsistency.

RECITALS

A. On March 7, 2014, Board issued a Request for Proposals For Commercial Banking Services for the Board of Education of the City of Chicago ("RFP"), wherein Board requested proposals for certain commercial banking services; and

B. On March 26, 2014, 2014, Bank responded to the RFP in a manner deemed acceptable to Board; and

C. On June 25, 2014, by the approval of Board Report 14-0625-PR27, Board approved entering into an agreement with Bank for certain commercial banking services, including: (i) commercial purchasing card services for vendor payments; and (ii) other specific and/or related banking services at the request of the Chief Financial Officer as more fully described herein; and

D. Bank has demonstrated expertise in providing such banking services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such banking services and is desirous of providing such banking services for Board.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term of Agreement.** The term of the Agreement shall commence upon execution of the Agreement by the Board (the "Effective Date"), and shall terminate on June 30, 2017, unless extended or earlier terminated as provided herein. Board may elect to extend the initial Term for two (2) successive periods of one (1) year each (each a "Renewal Term") under such terms and conditions as the Bank and the Board may agree.
3. **Scope of Services.**
 - 3.1. **Scope of Services; Changes.** Bank agrees to provide the banking services set

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forth on Exhibit A attached hereto and by this reference made a part hereof ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described on Exhibit A and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. Services shall include, without limitation, the bank statements, reconciliation reports, electronic information, electronic access to information any other written and electronic reports as requested and any other deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. Board retains final authority with respect to all provisions, deletions and other decisions relating to the Services. Board or Board's Chief Financial Officer ("CFO") may, from time to time, request changes in the Services. Any non-procedural changes, including any increase in total maximum compensation, will be documented by a written amendment to this Agreement as mutually agreed upon and signed by both parties. However, the Services, including without limitation procedures (manner in which and by which the Services are performed) set out in Exhibit A may be revised as determined to be necessary by Board and/or the CFO in order to: (i) Comply with revised or new internal procedures of Board and/or its department(s); or (ii) Meet any new or updated technology requirements or procedures of Board and/or its department(s) and/or due to improved Bank capabilities. Board will serve Bank with a notice of revision of procedures not later than thirty (30) days prior to the effective date of the implementation of such changes. Bank will be deemed to agree to any revision of procedures as set out in the notice, unless Bank serves notice upon Board notice within seven (7) days of service of Board's notice that such revision of procedures is not reasonably agreeable to Bank and further describing in what respects such revision of procedures is not reasonably agreeable to Bank. If no mutual agreement is reached between Board and Bank within fourteen (14) days of the service of Bank's notice upon Board, Board may at Board's sole discretion terminate this Agreement upon fourteen (14) days' notice to Bank within the next six (6) month period.

3.2 Start-Up Period. Notwithstanding anything in this Agreement to the contrary, Bank acknowledges that there shall be a start-up period for the Services covered by this Agreement ("Start-Up Period"), provided, however, that the Start-Up Period shall end on the day of the commencement of the Spend Period (as such term is defined in Exhibit C), which is the day on which the first transaction is processed using the system, as authorized by the Board. Bank acknowledges that, at the time of execution of this Agreement and for some time during the Start-up Period, the Services are currently being and will continue to be, in whole or in part, provided to Board by another provider. In the Start-up Period, Bank and the Board shall prepare to transition those Services being provided by another provider such that they will be supplied by Bank. During the Start-up Period, Bank shall familiarize itself with particular aspects of the electronic facilities and capabilities, operations, equipment, materials, supplies, and other such matters of Board currently being utilized in the supply of the Services by another provider. The Start-Up Period shall include, without limitation, setting up Bank's computer and software programs such that they appropriately interface with Board's programs to provide the Services. During the Start-Up Period, representatives of Bank will meet as reasonably necessary with representatives of Board to review Bank's program transition, implementation, and delivery of portions of the Services. No fees will be charged to the Board during the Start-Up Period except as may be agreed by the Board.

This Agreement will be posted on the CPS Internet website.

3.3. Transition at Termination/Expiration of Agreement Or Part Thereof. Upon expiration or early termination of this Agreement, or any part thereof, Bank shall reasonably cooperate with the Board to take all actions reasonably necessary to accomplish a complete and timely transition from Bank to Board, or to any replacement service providers designated by Board (collectively "New Provider"), without material impact on the Services or any other services provided by third parties. Bank shall provide Board and New Provider with all information regarding the Services (or part thereof being transitioned to New Provider, as the case may be) that is reasonably needed for the transition. Bank shall provide for the prompt and orderly conclusion of all Services that are being so transitioned, as Board may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Bank shall provide any reasonable transition services as Board requests in writing for a period that is reasonably necessary to effectuate such transition.

3.4. Cooperation During Transitions. Bank shall reasonably cooperate with any New Provider and with other Board contractors, subcontractors and assigns during the transition periods referenced in these Sections 3.2, 3.3 and 3.4. Bank shall carefully plan and perform its own work to accommodate the work of any New Provider and other Board contractors. Bank shall not intentionally commit or permit any act which will interfere with the performance of work by any New Provider or other Board contractors.

4. Compensation; Billing and Payment Procedures; Rebate Payments.

4.1 Compensation and Payment. Compensation for Services during the Term will be based on the Fee Schedule set out in Exhibit B and will not exceed the maximum total amount of compensation authorized by Board Report 14-0625-PR27, as amended from time to time, for all vendors in the aggregate, with no reimbursement for expenses (other than certain expenses, if any, listed in Exhibit B attached hereto and incorporated herein by reference). Any increase in the maximum amount of compensation hereunder must be approved by Board and documented by an amendment to this Agreement as mutually agreed upon and signed by both parties. Compensation will be based on actual Services performed during the Term of this Agreement. Board will not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, Board will only be obligated to pay for Services rendered up to the date of termination. In no event will Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein, unless provision of such Services has been specifically agreed to in writing by Board.

4.2 Billing and Payment Procedures. Bank will provide Monthly Board Statements (as defined in Section 9 of Exhibit A) to the Board reflecting all transactions related to the Services, including all activity related to the charging of fees and charges, and any credits with respect to the same, in accordance with the provisions of Exhibit A. The Monthly Board Statement shall be paid by the Board in accordance with the provisions of Exhibit A. Monthly Board Statements will be made available to the Board electronically

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by download from the ActivePay portal. An electronic mail notification that a Monthly Board Statement is available for download shall be sent to the Program Administrator (as such term is defined in Section 4 of Exhibit A) at clo@cps.edu, at

4.3 Rebate Payments. Bank will pay a rebate to the Board for using the Services in accordance with the terms of this Bank Services Agreement, Exhibit A and Exhibit C. Except as otherwise provided in Exhibit A, Exhibit C shall remain in effect for the term of the Agreement and any Renewal Terms.

5. **Standards of Performance.** Bank shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services in accordance with the professional skill and care ordinarily provided by banking and other financial institutions in the same locality and under the same circumstances ("Standard of Care"), and effectively, efficiently, and consistent with the best interests of Board and to the reasonable satisfaction of Board's Chief Financial Officer ("CFO") and Chief Procurement Officer ("CPO"). Bank will perform its responsibilities in such a way as to minimize the cost to Board and Board's employees and other vendors. Bank shall retain and utilize sufficient staff to provide the most effective and efficient performance of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in any applicable professions. Bank and its team shall use efficient business administration methods and perform the Services in the most expeditious and economical manner consistent with the best interests of Board, so as to assure, among other things, that the Services are performed at a reasonable cost to Board, and that Services performed by team members, other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Bank agrees to cooperate with Board, and all other persons or entities which may be retained by Board, in performing Services to further the best interests of Board. Bank understands that it does not have the authority to represent or commit Board to any obligation hereunder without first obtaining approval from the CFO and/or designee. Bank acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of Board, that with respect to that information, Bank agrees to be held to the standard of care of a federally regulated financial institution.

Any review, approval, acceptance of Services or deliverables, or payment for any of the Services by Board does not relieve Bank of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Bank shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Bank or its subcontractors or others on its behalf.

6. **Personnel.**

6.1 Adequate Staffing. Bank must assign and maintain during the term of this Agreement and any renewal thereof, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder for Bank is not performing in

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accordance with the performance standards or other requirements of this Agreement, or is endangering the safety or welfare of any Chicago Public Schools ("CPS") student, Board shall have the right to direct Bank to remove that person from performing Services under this Agreement. Bank further agrees to bear any costs associated with the removal of such person.

7. **Non-appropriation.** Expenditures not appropriated by Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. If no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by Board for performance under this Agreement, Board shall notify Bank and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Bank except that no payment shall be made or due to Bank under this Agreement beyond those amounts appropriated and budgeted by Board to fund payments under this Agreement. No penalty or additional fees will be due by Board to Bank as a result of such termination. This Section shall not affect any of the Board's payment obligations under this Agreement and Exhibit A regarding previously-appropriated funds.

8. **Termination, Suspension of Services, Events of Default, Remedies, and Turnover of Documents.**

8.1 **Termination for Convenience.** If, at any time during the Term or any Renewal Term, Board determines, in its sole discretion, that the Services provided by Bank are no longer in Board's best interest, Board shall have the option to terminate this Agreement, in whole or in part, without cause, at any time, upon thirty (30) calendar days written notice to Bank. The effective date of termination shall be thirty (30) calendar days from the date of service of the notice or the date stated in the notice, whichever is later.

After notice is received, Bank must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provisions regarding compensation and payment.

Bank must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against Board arising from termination of subcontracts after the early termination of this Agreement.

Bank shall not be entitled to make any early termination claims against Board resulting from any subcontractor's claims against Bank or Board to the extent inconsistent with this provision.

8.2 **Bank Termination for Convenience.** At any time during the Term or any Renewal Term, Bank shall have the option to terminate this Agreement, in whole or in part,

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without cause, at any time, upon ninety (90) calendar days' written notice to the Board. The effective date of termination shall be ninety (90) calendar days from the date of the notice or the date stated in the notice, whichever is later.

8.3 Suspension of Services: Board may, upon thirty (30) calendar days' written notice, direct Bank to suspend Services in whole or part. Bank shall promptly resume performance of Services upon written notice from Board and upon such equitable extension of time as may be mutually agreed upon in writing by Board and Bank. Responsibility for any additional costs or expenses actually incurred by Bank as a result of remobilization shall be determined by mutual agreement of the parties.

8.4 Bank's Events of Default: Events of default ("Events of Default") include, but are not limited to, the following:

- a. Any material misrepresentation by Bank in the inducement or the performance of this Agreement, including without limitation, any misrepresentation by Bank in its response to the RFP.
- b. Breach of any term, condition, representation or warranty made by Bank in this Agreement.
- c. Failure of Bank to perform in accordance with, or comply with, any of its obligations under this Agreement, including, but not limited to, the provisions concerning insurance and nondiscrimination and the following:
 - i. Failure to timely perform any portion of the Services at the time fixed for performance and in the manner specified herein.
 - ii. Discontinuance of the Services for reasons within Bank's reasonable control.
- d. Default by Bank under any other agreement Bank may presently have or may enter into with Board.
- e. Any action or failure to act by Bank which affects the safety and/or welfare of students or Board staff.
- f. Whether voluntary or involuntary, assignment by Bank for the benefit of creditors or consent by Bank to the appointment of a trustee or receiver or the filing by or against Bank of any petition or proceeding under any bankruptcy, insolvency or similar law.

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8.5 Board Remedies. If Bank fails to cure any Event of Default within fifteen (15) calendar days (or such other period as the CFO or CPO may authorize in writing) after service of notice in accordance with the terms of this Agreement specifying the Event of Default (or, if such Event of Default cannot be reasonably cured within said cure period after service of such notice, Bank fails to commence and continue diligent efforts to cure in the sole opinion of Board), Board may declare Bank in default. Whether to declare Bank in default is within the sole discretion of the CFO or CPO. Written notification of an intention of the CFO or CPO to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon service of such notice or on the date set forth in the notice, whichever is later. When a notice of an intention to terminate is served as provided in this Section, Bank must discontinue all Services, unless otherwise directed in the notice, and must deliver to Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Upon the service of such notice as provided in this Agreement, Board may invoke from time to time any or all of the rights and remedies available hereunder or otherwise available at law or in equity, including, without limitation, the following:

- a. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by Board.
- b. Suspend Services during the fifteen (15) day cure period if the default results from an action or failure to act by Bank which affects the safety and/or welfare of students or Board staff.
- c. Deem Bank non-responsible in future contracts to be awarded by Board, and/or seek debarment of Bank pursuant to Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions adopted December 17, 2008 (08-1217-PO1), as may be amended from time to time, and any subsequent policies on or relating to Debarment.

If Bank is negligent or guilty of willful misconduct or fraud in the performance of its duties hereunder, this Agreement may be terminated immediately without any prior notice or right to cure.

Board may elect not to declare Bank in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of Board and that if Board permits Bank to continue to provide the Services despite one or more Events of Default, Bank shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall Board waive or relinquish any of its rights under this

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Agreement, at law, equity or statute, nor shall Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to Subsection 8.1 above.

8.6 Effect of Termination. Upon the effective termination date of this Agreement, the full balance of all Cardholder Accounts, as such term is defined in Section 1 of Exhibit A, and any other amounts payable under this Agreement, including Exhibit A, shall be immediately due and payable by the Board. Further, in the event of a termination due to a Default by the Board or a termination for convenience by the Board under Section 8.1, the Board shall reimburse PNC Bank for any reasonable out-of-pocket expenses incurred by Bank for unused customized cards and forms requested by the Board.

8.7 Disclaimer of Warranties, Special Damages and Liability Limits.

WITH THE EXCEPTION OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY THE BANK WITHIN THIS AGREEMENT, THE RFP RESPONSE OR THE CONTRACT DISCLOSURE AFFIDAVIT, BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES; PROVIDED, HOWEVER, NOTHING IN THIS SUBPARAGRAPH 8.7 OR OTHERWISE SHALL IN ANY WAY LIMIT OR OTHERWISE AFFECT BANK'S OBLIGATIONS TO PERFORM THE SERVICES IN THE MANNER PROVIDED FOR IN THIS AGREEMENT.

BANK SHALL BE LIABLE TO THE BOARD FOR ITS ACTUAL, DIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES TO THE BOARD ARISING OUT OF CLAIMS AGAINST THE BOARD BY THIRD PARTIES THAT ARISE OUT OF OR ARE BASED UPON, IN WHOLE OR IN PART, ON ANY ACT OR OMISSION OF BANK) RESULTING FROM BANK'S FAILURE TO THE PERFORM THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT. IN NO EVENT SHALL BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BANK BE LIABLE UNDER

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THIS AGREEMENT, INCLUDING ANY LIABILITY UNDER SECTION 13 (INDEMNIFICATION), FOR AN AMOUNT GREATER THAN TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE.

8.8 Board Events of Default. Any of the following constitute an event of default (each a "Default") of the Board under this Agreement:

- a. any payment is not made on the applicable Payment Due Date or any other obligation under this Exhibit A is not paid within ten (10) business days after the Payment Due Date;
- b. the terms of this Agreement are breached by the Board or any Authorized Cardholder in any manner (including any purported breach that may have occurred if any representation or warranty made by the Board hereunder is not true and correct in any material respect when made), and such breach continues for a period longer than thirty (30) days following the date on which Bank notifies the Board of such breach (unless the breach can be cured and the Board is diligently pursuing such cure in a time frame reasonably agreed to by the Bank);
- c. the Board defaults under the terms of any other obligation to PNC Bank or to any of PNC Bank's affiliates beyond any grace period and/or any applicable cure periods with respect thereto;
- d. whether voluntary or involuntary, assignment by the Board for the benefit of creditors or consent by the Board to the appointment of a receiver or the filing by or against the Board of any petition or proceeding under any bankruptcy, insolvency or similar law;

and

- e. one or more final, unappealable judgments against the Board not covered by insurance, or attachments against the property of the Board, the operation or result of which, individually or in the aggregate, equal or exceed \$5,000,000 shall remain unpaid, unstayed, undischarged, unappealed, unbonded or undismissed for a period of sixty (60) days.

This Agreement will be posted on the CPS Internet website.

8.9. Bank Remedies. Upon the occurrence of a Default as defined in Section 8.8: (i) if a Default under clause (d) above shall occur, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Board Credit Limit, all Cardholder Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind (unless required by applicable law); (ii) if any other Default shall occur Bank may, at its option, and without prior notification (unless notification is required under Section 8.8.b. or applicable law): (a) terminate the Board Credit Limit, close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts; and (iii) Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law.

8.10 Turnover of Documents and Records. Upon demand of Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Bank shall turn over to Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Bank may keep a copy of such information for its own records.

9. Assignment. This Agreement shall be binding on the parties and their respective successors and permitted assigns; provided, however, Bank may not assign this Agreement or any obligations imposed hereunder without the prior written consent of Board. This requirement of prior written consent applies, without limitation, to any proposed assignment by Bank of this Agreement or Bank's obligations imposed hereunder to a successor entity of bank (including without limitation: any entity into which Bank may be merged or converted or with which it may be consolidated; any entity resulting from any merger, conversion or consolidation to which it is a party; or any entity to which all or substantially all of the business of Bank relating to the Services may be sold or transferred). Further, to be eligible for consideration by Board for such assignment (and without in any way diminishing the requirement of Board's prior written consent), any such resulting entity must be a bank or trust company organized under the laws of any state of the United States or a national banking association and must be authorized by law to perform all the duties of Bank imposed upon it under the terms of this Agreement.

10. Confidential Information, Dissemination of Information, Ownership, Survival.

10.1 Confidential Information. In the performance of this Agreement and the Services, Bank may have access to or receive certain information that is not generally known to others ("Confidential Information"). Bank acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, identity information, and other information of a personal nature. It is understood and agreed that Confidential Information does not include information that: (i) is or becomes publicly available through

This Agreement will be posted on the CPS internet website.

no fault or action of the Bank; (ii) is released by the Board to anyone without restriction; or (iii) is rightly obtained from third parties not, to Bank's knowledge, under obligation of confidentiality. Bank shall not use or disclose any Confidential Information or any finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source codes, object codes, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("Work Product"), except as provided in this Agreement. Bank shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of Board. Upon the expiration or termination of this Agreement, Bank shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium, provided, however, that Bank may retain such limited information for customary archival and audit purposes only for reference with respect to the prior dealings of the parties (including for compliance purposes) and subject at all times to the continuing terms of this Agreement.

10.2 Dissemination of Information. Bank agrees (a) to hold the Confidential Information of the Board in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information, except for disclosure or access to Bank's affiliates and its or their employees, officers, directors, agents, representatives or other third parties that provide or may provide ancillary support relating to the Services and require disclosure or access in the course of providing the Services, or to its external or internal auditors, and (c) not to use such Confidential Information except in connection with the Services and for the purposes of this Agreement. Bank shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services, except as may be required by law or with the prior written consent of Board. The Bank may disclose Confidential Information solely to the extent necessary to comply with the requests of government auditors or regulators, acting in the ordinary course of their regulatory authority. The Bank may also disclose Confidential Information if legally compelled to do so pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (a) first promptly notify the Board and its General Counsel of such request or requirement, or use in defense of a claim, with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to the submission of any documents to a court or any third party (b) attempt to obtain the Board's consent to such disclosure, and (c) in the event consent is not given, shall not contest a motion to quash, or other similar procedural step, to seek protection against the production or publication of information; provided that the Bank shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. Nothing herein shall require either the Bank to fail to honor a subpoena, court or administrative order, or a similar requirement or request on a timely basis, unless the request for production or subpoena is quashed or withdrawn, or the time to produce documents is otherwise extended. Bank shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding the confidentiality and dissemination of information as agreed to by the Bank under this Agreement.

This Agreement will be posted on the CPS Internet website.

10.3 Ownership. All intellectual property, and Work Product prepared or generated as a result of this Agreement for which the Board has specifically compensated the Bank pursuant to a written agreement, and all Confidential Information, shall at all times be and remain the property of Board. Bank shall execute all documents and perform all acts that Board may request in order to assist Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to Board upon demand at any time and in any event, shall be promptly delivered to Board upon expiration or termination of this Agreement within three (3) business days of demand. In addition, Bank shall return Board's data in the format agreed to by the parties. If any of the above items are lost or damaged while in Bank's possession, such items shall be restored or replaced at Bank's expense. Notwithstanding the above, the Bank shall retain full ownership of the Bank's intellectual property or Work Product or know-how funded by the Bank itself and for which the Board did not compensate the Bank.

10.4 Injunctive Relief. In the event of a breach or threatened breach of this Section, Bank acknowledges and agrees that Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Bank agrees that Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Board may have in equity, by law or statute.

10.5 Freedom of Information Act. Bank acknowledges that this Agreement and all documents submitted to Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) (IFOIA) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. The Board will notify Bank of any request for disclosure and give Bank a reasonable opportunity to object as may be permitted by IFOIA. Bank further acknowledges that this Agreement shall be posted on Board's Internet website.

10.6 Advertising. Bank will not use Board's name or refer to Board directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without the prior written consent of Board. Each separate publication requires a separate approval and no approval of one publication will be deemed approval of any other publication.

10.7 Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

- 11. Representations, Warranties, and Certain Covenants of Bank.** Bank covenants, represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

This Agreement will be posted on the CPS Internet website.

11.1 Organization; Licensed Professionals. Bank is appropriately organized under Illinois (and federal law if applicable) and in compliance with such laws pertaining to organization. Any Services required by law or by this Agreement to be performed by professionals, if any, will be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 Compliance with Laws. Bank is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Bank is and shall remain in compliance with all Board policies and rules that are applicable to this Agreement and the Services. Board policies and rules are available at <http://www.cps.edu/>.

11.3 Good Standing. Bank, each of its joint venture members if a joint venture, and each of its subcontractors, used by Bank to perform the Services, if any; (i) Are not in default and have not been deemed by Board's CFO or CPO to be in default under any other agreement with Board during the five (5) year period immediately preceding the effective date of this Agreement; and (ii) Have not been debarred under Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement. There are no circumstances known to Bank which, with the giving of notice or the passage of time would constitute an event of default under this Agreement or any other agreement between Board and Bank.

11.4 Authorization. Bank has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Bank is duly authorized by Bank and has been made with complete and full authority to commit Bank to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Bank.

11.5 Financially Solvent. Bank is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

11.6 Gratuities. No payment, gratuity or offer of employment was made by or to Bank, or to any of its members if a joint venture or, to the best of Bank's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Bank is and will remain in compliance with all applicable anti-kickback laws and regulations.

11.7 Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Bank, are true and correct and will remain true and correct during the Term of this Agreement and any Renewal Terms. Bank shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval, which shall not be unreasonably withheld.

This Agreement will be posted on the CPS Internet website.

11.8 Criminal History Records Search. Bank covenants, represents, and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created under Illinois Public Act 94-219, eff. August 2005; and the Child Murderer Violent Offender Against Youth Notification Law, created under Public Act 94-945. Such complete Records Check consists of the following:

- Fingerprint-based checks through the Illinois State Police (ISP) and the FBI;
- Check of the Illinois Sex Offender Registry (IL-SOR); and
- Check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Child Murderer Violent Offender Against Youth Notification Law, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Bank understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

It is understood and agreed that Bank's non-compliance with this Section 11.8 will constitute a material breach of this Agreement, and Board also will have the right to withhold payments due hereunder until Bank remedies such non-compliance to Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

11.9 Research Activities and Data Requests. Bank acknowledges and agrees that in the event Bank seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Bank shall comply with Board's Research Study and Data Policy adopted on November 14, 2007, as may have been modified by or supplemented by Policy Nos. 09-0325-PO3, 10-0728-PO1, and 12-0328-RS2, as may be amended from time to time, and any subsequent policies on or related to Research Study and Data, which policies are hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein. Bank acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.

This Agreement will be posted on the CPS Internet website.

11.10 Prohibited Acts. Within the three (3) years prior to the effective date of this Agreement, Bank or any of its officers, directors, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code ..

11.11 Technical Accuracy. All Services shall be technically accurate and correct and shall be performed in accordance with the Standard of Care and consistent with UCC and Illinois (and federal, if applicable) statutory and regulatory standards.

11.12 Review of RFP. Bank has received and reviewed the RFP and acknowledges it is fully capable and willing to act in compliance with the terms of the RFP as such conditions may be amended by this Agreement.

11.13 Validity. This Agreement, upon execution and delivery of the parties, constitutes a duly authorized, legal, valid and binding obligation of Bank, enforceable in accordance with its terms.

11.14 Ethics. No officer, agent or employee of Board is or shall be employed by Bank or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as may be amended from time to time, and any subsequent policies on or relating to indebtedness, which polic(ies) are hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

12. Independent Contractor. It is understood and agreed that the relationship of Bank to Board is and shall continue to be that of an independent contractor and neither Bank nor any of Bank's employees shall be entitled to receive Board employee benefits. Board will not be responsible for, nor incur any liability for, any State and/or Federal withholding and/or other taxes or for FICA and/or State unemployment insurance for Bank, its agents, employees or subcontractors, and the payment of any such taxes incurred and/or due by Bank will be the sole responsibility of Bank. As an independent contractor, Bank agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by Board. Bank agrees that neither Bank nor its employees, staff or subcontractors shall represent themselves as employees or agents of Board. Bank shall provide Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

13. Indemnification. Subject to the liability cap of two million dollars (\$2,000,000) in Section 8.7 of this Agreement, Bank agrees to defend, indemnify and hold harmless Board, its members, employees, agents, officers and officials (the "Indemnified Parties") from and against any liabilities, losses, penalties, damages and expenses, including costs and attorney fees, ("Losses") arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the Bank's breach of its obligations under this Agreement, gross negligence or intentional misconduct provided, however, that the Bank

This Agreement will be posted on the CPS Internet website.

shall have no obligation to indemnify the Indemnified Parties against any Losses to the extent such Losses arise out of the Indemnified Party's breach of its obligations under this Agreement, gross negligence or intentional misconduct.

Bank shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Board in any such action, Bank shall, at its own expense, satisfy and discharge such obligation of Board. Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Bank of any of its obligations hereunder. Board retains final approval of any and all settlements or legal strategies which involve the interest of Board.

However, if Bank, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, Board may (without further notice to Bank) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Bank, subject to the right of Bank to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by Board in these circumstances shall be borne by Bank and Bank shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while Board was represented by counsel retained by Board pursuant to this Section, or while Bank was conducting the defense.

To the extent permissible by law, Bank waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Bank that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

14. **Non-Liability of Board Officials.** Bank agrees that no Board member, employee, agent, officer or official shall be personally charged by Bank, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Bank, its members if a joint venture, or any subcontractors.
15. **Board Not Subject to Taxes.** The federal excise tax does not apply to Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of Bank. Bank shall be responsible for any taxes levied or imposed upon the income or business privileges of Bank.

This Agreement will be posted on the CPS Internet website.

16. **Insurance.** Bank, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Bank or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Bank shall submit to Board satisfactory evidence of insurance coverage prior to commencement of Services under this Agreement. Minimum insurance requirements include the coverage set forth below:

16.1 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than Five Hundred Thousand Dollars and 00/100 (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause where permitted by law.

16.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

16.3 **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence for bodily injury and property damage.

16.4 **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover Board and its employees, subject to that of the primary coverage.

16.5 **Cyber Liability and Privacy & Security Coverage.** Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of this Agreement or secure a 2-year extended reporting provision.

16.6 **Bankers Professional Liability / Errors and Omissions.** Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) each claim and Two Million and

This Agreement will be posted on the CPS Internet website.

00/100 Dollars (\$2,000,000.00) in the aggregate. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of two (2) years after expiration or termination of this Agreement or secure a 2-year extended reporting provision.

16.7 Financial Institution Bond. On a Discovery Basis Form with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) for claims arising from fraudulent or dishonest acts on the part of any Employee including, but not limited to, Computer Systems Fraud, Electronic Communication System, Electronic Transmission and Customer Voice Initiated Transfer

16.8 Additional Insured. Bank shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members are named as additional insured on a primary basis without recourse or right of contribution from the Board".

16.9 Insurance Certificates. The insurance company, or its representative, shall submit a memorandum of insurance evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. Board will not pay Bank for any Services if satisfactory proof of insurance is not provided by Bank prior to the performance of any Services. The Bank shall provide thirty (30) days prior written notice of material change, cancellation, or non-renewal to:

Risk Management
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603

Any failure of Board to demand or receive proof of insurance coverage shall not constitute a waiver of Bank's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Bank's failure to carry or document required insurance shall constitute a breach of Bank's Agreement with Board. If Bank fails to fulfill the insurance requirements of this Agreement, Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Bank. Any insurance or self-insurance programs maintained by Board of Education do not contribute with insurance provided by Bank under this Agreement.

All subcontractors, if any, are subject to the same insurance requirements of Bank unless otherwise specified in this Agreement. Bank shall require any subcontractors under this Agreement to maintain comparable insurance naming Bank, Board (inclusive of its members), as Additional Insureds.

This Agreement will be posted on the CPS Internet website.

The coverages and limits furnished by Bank in no way limit Bank's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

Bank agrees that insurers waive their rights of subrogation against Board.

Board reserves the right to modify, delete, alter or change insurance requirements at any time and from time to time.

16.10 Insurance Certificate Monitoring. Bank must register with the insurance certificate monitoring company designated by Board and indicated below, and must maintain a current insurance certificate on file during the entire time of providing services to Board. Bank must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for Board. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee is subject to change.

Each year, Board-approved, registered vendors will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. The Bank will provide an updated memorandum of insurance within ten (10) after renewal. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should Bank have any questions on submissions and payment options, Bank can contact the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications Inc.
676 N. LaSalle - Suite 230
Chicago, IL 60654
Phone: (312) 494-5709
Email: dans@topiarycomm.net
URL: <http://www.cpsvendorcert.com> (designated website
for online registration, insurance certificate
submissions and annual fee payments)

17. **Audit and Document Retention.** Bank shall permit and cooperate in good faith in any audits by Board, including its Departments of Treasury and Procurement, or their agents for compliance by Bank with this Agreement. Bank shall furnish Board with such information, supporting documentation and reports as may be reasonably requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements Bank shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Bank's Services under this Agreement.

This Agreement will be posted on the CPS Internet website.

Bank shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Bank's Services under this Agreement, and will maintain all records sufficient to document any transactions under this Agreement. All records will be retained for seven (7) years after completion of each respective transaction performed within the ambit of the Services, and will be subject to inspection and audit by Board. Audits will be by means of an independent auditor acceptable to Board. Bank shall require all of its subcontractors to maintain the above-described records and allow Board the same right to inspect and audit said records as set forth herein.

18. **MBE/WBE Program.** Bank acknowledges that it is familiar with the requirements of Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts", which is incorporated by reference as if fully set forth herein. Bank agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Bank agrees to submit such documentation in connection with the program as may be requested by Board.
19. **Right of Entry.** Bank and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by Board and the subject school principal. Bank shall provide advance notice to Board whenever applicable, of any such intended entry. Consent to enter upon a site given by Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of Board. Bank shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
20. **Non-Discrimination.**
- 20.1 **Unlawful Employment Practices.** It shall be an unlawful employment practice for Bank, or any of its members if a joint venture, or its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. It is also an unlawful employment practice for Bank, or any of its members if a joint venture, or its subcontractors to subject any Board employee, applicant, participant, student or volunteer to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the

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individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

20.2 **Compliance.** Bank shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as amended; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. §1400 *et seq.*; and, the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this Section is intended nor shall be construed to create a private right of action against Board or any of its employees. Furthermore, no part of this Section shall be construed to create contractual or other rights or expectations for Bank's employees or Bank's subcontractors' employees.

21. **Entire Agreement and Amendment.** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

22. **Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

Bank irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Bank agrees that service of process on Bank may be made, at the option of Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Bank, or by personal delivery on any officer, director, or managing or general agent of Bank. If any action is brought by Bank against Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. **Continuing Obligation to Perform.** In the event of any dispute between Bank and Board, Bank shall expeditiously and diligently proceed with the performance of all its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

24. **Conflict of Interest.** This Agreement is not legally binding on Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.

This Agreement will be posted on the CPS Internet website.

25. **Indebtedness.** Bank agrees to comply with Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended June 26, 1996 (96-0626-PO3), and as may be further amended from time to time, and any subsequent policies on or relating to Indebtedness, which polic(ies) are hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
26. **Inspector General.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
27. **Waiver.** No delay or omission by the Board or the Bank to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time as often and as may be deemed expedient.
28. **Debarment Policy.** Bank acknowledges that, in performing the Services for Board, Bank shall not utilize any firms that have been debarred from doing business with Board under Board's Debarment Policy, 08-1217-PO1, as may be amended from time to time, and any subsequent policies on or relating to Debarment, which polic(ies) are hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.
29. **Force Majeure.** Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages.
30. **Joint and Several Liability.** If Bank, or its permitted successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, each and every obligation or undertaking herein stated to be fulfilled or performed by Bank shall be the joint and several obligation or undertaking of each such individual or other legal entity.
31. **Authority.** Bank understands and agrees that Bank is not an authorized representative of Board or CPS. All agreements and approvals (written or verbal) of Board or CPS must be made by authorized Board employee(s).
32. **Account Management.** Bank must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with Board as well as overall management of the customer service issues and reporting. Bank shall have periodic meetings with the Departments of Treasury and Procurement personnel for reasonable contract review meetings as well as an annual review at a time determined by the Departments of Treasury and Procurement.

This Agreement will be posted on the CPS Internet website.

33. **Information Security Policy.** If at any time, Bank has access to Board's computer network, Bank warrants that it is and shall remain in compliance with Board's Information Security Policy adopted September 25, 2013 (13-0925-PO1, as may be amended from time to time, and any subsequent policies on or relating to Information Security, which polic(ies) are hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
34. **Subcontractor Employee Screening and Monitoring Process.** If Bank plans to subcontract the Services to be performed pursuant to this Agreement to a third party, Bank must submit its subcontractor's employee screening and monitoring process for Board approval prior to performance of Services hereunder by Subcontractor.
35. **Participation by Other Local Government Agencies.** Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Agreement: (a) If the Local Government Agency is authorized, by law or its governing body, to execute such purchase(s); (b) If such utilization by the Local Government Agency is permitted by Board's CFO and CPO; and (c) If such purchase(s) of the Services by the Local Government Agency has no significant net adverse effect on Board and results in no observed diminished ability of Bank to provide the Services to Board or Board's user departments. Local Government Agencies may include without limitation: County of Cook, City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions that are permitted hereunder pursuant to the requirements of (a) through (c) herein shall thereafter be made directly between the requesting Local Government Agency and Bank. Board shall not be responsible for payment of any amounts owed by any Local Government Agency to Bank. Board assumes no authority, liability or obligation on behalf of any Local Government Authority. Subject to applicable law, allowing any Local Government Agency to purchase Services under this Agreement shall be within the Bank's complete discretion.
36. **Notices.** All notices required or given under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed served and effective when (a) delivered personally or (b) sent by email or facsimile followed by confirmation of the date of transmission; or (c) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt to:

IF TO BOARD: Board of Education of the City of Chicago
Bureau of Treasury
125 South Clark Street, 13th Floor
Chicago, Illinois 60603
Attn: Treasurer
Tel: 773/553-2595
Email: jjhuang1@cps.edu

Copy to: Board of Education of the City of Chicago

This Agreement will be posted on the CPS Internet website.

Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel
Fax: (773) 553-1703

IF TO BANK: PNC Bank, National Association
Treasury Management
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attn.: Commercial Card Operations
Mailstop: P7-PFSC-03-D
Fax: (412) 705-0759

Copy to: PNC Bank, National Association
1600 Market Street, 28th Floor
Philadelphia, PA 19103
Attn.: Chief Counsel, Commercial Banking Group
Fax: (215) 585-8713

37. **Survival/Severability:** All express representations, warranties, and indemnifications made or given in this Agreement will survive the completion of Services by Bank and any termination or expiration of this Agreement for any reason. In addition, all covenants, obligations, representations and warranties contained in the Agreement that expressly (or impliedly by their terms) or otherwise as a matter of law are to survive any termination or expiration of the Agreement shall continue to survive any expiration or termination of the Agreement, and nothing in this Section 37 or elsewhere in this Agreement shall in any way limit the survivability of any provisions herein or elsewhere in the Agreement that pertain to the survivability of certain covenants, obligations, representations and warranties after any termination or expiration of this Agreement, including without limitation (i) all transactions that occurred prior to the date of such termination, (ii) all fees and other charges as shall have accrued prior to the date of such termination or expiration under Exhibit B, (iii) the confidentiality provisions in Section 10, (iv) the indemnity provided by the Bank in Section 13, (v) the Disclaimer of Warranties, Special Damages and Liability Limits in Section 8.5, (vi) the provisions of Section 11, and (vii) the Governing Law in Section 22. If any provision or part of this Agreement is held to be unenforceable, this Agreement will be considered divisible and such provision will be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement will remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision will be deemed to be so limited and will be enforceable to the maximum extent permitted by applicable law.
38. **Prior Agreements; Amendments:** This Agreement (including any attachments and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Board and PNC Bank or any of PNC Bank's affiliates with respect to this Agreement.

This Agreement will be posted on the CPS Internet website.

This Agreement may be amended or modified only by a written agreement signed by both PNC Bank and the Board

39. **Kickbacks.** Neither Bank nor any of its members, if a joint venture or limited liability company, has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor, any payment, gratuity or offer of employment in relation to this Agreement or as an inducement for the acceptance of this Agreement. Bank is and shall remain in compliance with all applicable anti-kickback laws and regulations.
40. **Recording Conversations.** Board or Bank may record, store and use all telephone conversations and data transmissions, as long as such are in compliance with all local, state and federal law.
41. **Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
42. **Board Approval.** The execution of this Agreement is subject to approval by the members of the Chicago Board of Education.

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This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: *David J. Vitale*
David J. Vitale, President

Attest: *Estela G. Beltran 7/15/14*
Estela G. Beltran, Secretary

Approved as to legal form: *DAN*

James L. Bebley
James L. Bebley, General Counsel

Board Report No: 14-0625-PR27-5

PNC BANK, NATIONAL ASSOCIATION

By: *Lisa H. Huff*
Name: *LISA H. HUFF*
Title: *Senior Vice President*

Attest: *Jonathan Casiano*
Name: *Jonathan Casiano*
Title: *Vice President*

This Agreement will be posted on the CPS Internet website.

EXHIBIT A

SCOPE OF SERVICES

Bank agrees to perform as follows in accordance with the terms and conditions of the Agreement.

Exhibit A

VISA COMMERCIAL CARD SCOPE OF SERVICES

THIS VISA COMMERCIAL CARD SCOPE OF SERVICES (referred to herein as "Exhibit A") is hereby made a part of the Bank Services Agreement ("Bank Services Agreement") by and between PNC Bank, National Association ("PNC Bank") and the Board of Education of the City of Chicago (the "Board") related to Board Report 14-0625-PR27). In the event of any inconsistency between the base Bank Services Agreement to which this Exhibit A is attached and this Exhibit A, the base Bank Services Agreement shall control, but only to the extent of any inconsistency.

Subject to the terms of the Bank Services Agreement, this Exhibit A sets forth the terms and conditions upon which PNC Bank will extend credit to the Board by establishing a Visa Commercial Card program (the "Commercial Card Program") for the Board, issue to the Board and certain of its affiliates, as set forth below, 10 or more Visa Commercial Cards, which may include a combination of physical plastic cards and card numbers established for payments to specific vendors (each, a "Commercial Card" and collectively, the "Commercial Cards") and perform various Commercial Card services in connection with the Commercial Card Program ("Commercial Card Services").

The Board and PNC Bank have agreed upon an outline of the Commercial Card Services to be provided in connection with the Board's Commercial Card Program (the "Program Summary"), which is attached hereto as Addendum 1. The Program Summary is only a brief description of the Card Services to be provided hereunder and is a sample intended to be used by the Parties as a guideline only. Any change to the Program Summary must be mutually agreed to by both parties in writing.

The Board and PNC Bank, intending to be legally bound, hereby agree as follows:

1. COMMERCIAL CARD MINIMUM; CARDHOLDER ACCOUNTS

To establish and maintain a Commercial Card Program, a minimum of 10 Commercial Cards must be issued and outstanding at all times. One subaccount, bearing a distinct account number and selected activity limits (a "Cardholder Account"), will be established by PNC Bank for each Commercial Card requested by the Board and issued. Each Commercial Card will be issued for use by one or more employees of the Board as designated by the Board as provided in Paragraph 5 below and whose name or department is imprinted on such Commercial Card (an "Authorized Cardholder").

2. BUSINESS PURPOSES.

Commercial Cards are to be used solely for business purposes and the Board agrees to so advise each Authorized Cardholder. The Board's obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

3. COMMERCIAL CARD SERVICES.

Commercial Cards can be used to purchase goods or services ("Purchases") wherever Visa credit cards are accepted, subject to applicable activity limits on the related Cardholder Accounts and the Board Credit Limit (as defined in Paragraph 6).

If the Board has so elected and "Cash Advances" are set forth on an Authorized Cardholder Form as one of the services available for which such Authorized Cardholder may use such Authorized Cardholder's Commercial Card, cash may be advanced, subject to applicable activity limits on the related Cardholder Account and the Board Credit Limit, by presenting the Commercial Card

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

at Visa member banks or institutions or by making a withdrawal of cash by using the Commercial Card at a Visa Automated Teller Machine (ATM).

4. PROGRAM ADMINISTRATOR.

The Board, upon signing the Bank Services Agreement, shall designate one or more of its employees (individually and collectively, the "Program Administrator") to assist PNC Bank in the administration of the Commercial Card Program. The Board shall cause the Program Administrator (i) to be familiar with all aspects of the Commercial Card Program, including but not limited to billing procedures, the number and status of Commercial Cards, the employment status of Authorized Cardholders, notice requirements, and status of delinquent Commercial Card balances; (ii) to provide all notices to Authorized Cardholders as required by this Exhibit A, and (iii) to advise PNC Bank of any Authorized Cardholder's termination of employment with the Board as such termination is processed by the Board.

5. ISSUANCE OF COMMERCIAL CARDS.

PNC Bank will issue a Commercial Card to each Authorized Cardholder designated in writing to PNC Bank by the Program Administrator, subject to the following conditions:

a) Each such designee shall be an employee of the Board and shall have a business purpose for a Commercial Card;

b) PNC Bank may require any proposed Authorized Cardholders to sign a Commercial Card application, to be countersigned by the Board (PNC Bank does not require an application as of the Effective Date of the Bank Services Agreement.); and

c) PNC Bank may from time to time establish additional requirements to be met by proposed Authorized Cardholders.

The initial Program Administrator will be set forth on the PNC Bank Commercial Card Corporate Contact Form delivered to PNC Bank. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice to PNC Bank from the Authorized Contracting Officer (as such term is defined in Paragraph 11 below).

Except as the Board shall otherwise direct PNC Bank in writing, the Board hereby authorizes and directs PNC Bank to issue a renewal or replacement Commercial Card to each Authorized Cardholder before the expiration of each Commercial Card.

The Board acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise, and will so notify all Authorized Cardholders.

The Board shall be liable for all charges made using a Commercial Card, except as provided in Paragraph 13 or the Bank Services Agreement. The Board shall be liable for all charges resulting from use of a Commercial Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Board until the Board has notified PNC Bank to cancel the Commercial Card in accordance with Paragraph 12.

**6. BOARD CREDIT LIMIT;
CARDHOLDER ACCOUNTS;
ACTIVITY LIMITS.**

PNC Bank hereby establishes a maximum aggregate credit limit to be available for

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

Purchases, and, if applicable, for Cash Advances that may be outstanding at any one time under the Commercial Card Program and under any other commercial card program the Board may have with PNC Bank, in the amount set forth in the Board Credit Limit Schedule attached to this Exhibit A from time to time and incorporated herein by reference (the "Board Credit Limit"). PNC Bank may, in consultation with the Board, establish sublimits under the Board Credit Limit to be applicable to the Commercial Card Program and such other commercial card programs, which sublimits may be changed from time to time by PNC Bank. PNC Bank may, at its discretion, (i) reduce the Board Credit Limit at any time, upon 90 days' written notice to the Program Administrator except in the event of a Default hereunder, in which case no such notice is required, except as provided in Section 8.8 of the Bank Services Agreement or (ii) decline charges against or close any one or more Cardholder Accounts at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Cardholder Account, without prior notice to the Board. In the case of (i) and (ii) above, subsequent notice will be given to the Board within a reasonable time.

The Board agrees to advise Authorized Cardholders of activity limits with respect to Cardholder Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Cardholder Account during any period. The Board understands that, because of Visa rules and procedures, PNC Bank may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Board shall be liable notwithstanding applicable activity limits. The Board further understands that once an activity limit is reached with respect to any Cardholder Account, further uses of the Commercial Card associated with such Cardholder Account will not

be permitted until such applicable activity limit period has expired or the Board advises PNC Bank of a change to the activity limit in accordance with Paragraph 12. The Board further understands that once the Board Credit Limit is reached, further uses of Commercial Cards will not be permitted until aggregate Cardholder Account balances are reduced below the Board Credit Limit.

7. PROMISE TO PAY; FEES; TAXES.

The Board agrees to pay PNC Bank on each Payment Due Date the full amount necessary to settle all balances on all Cardholder Accounts, which includes the total of all Purchases and Cash Advances charged to the Commercial Cards. The Board also agrees to pay PNC Bank the fees and other charges set forth in the Fee Schedule which is attached to the Bank Services Agreement as Exhibit B and incorporated herein by reference (the "Fee Schedule"). The Board agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the Board, for the following billing cycle. PNC Bank, however, may at any time amend such Fee Schedule, to the extent, and in the amount, necessary to reflect any reduced interchange or any increased costs to PNC Bank by any additions to or any increases in the fees, charges, or other amounts PNC Bank is required to pay to any third party and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

PNC Bank shall pay a rebate (the "Rebate") based upon the aggregate total dollar volume of the Commercial Card Program activity and any

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

other commercial card program activity the Board has with PNC Bank, based on monthly statement cycle activity during each calendar quarter, or during each partial calendar quarter in the case of (a) the period commencing the Effective Date through last day of the calendar quarter in which the Effective Date occurs, or (b) the period commencing on the first day of a calendar quarter through the date the Bank Services Agreement is terminated (each, a "partial calendar quarter"). Total dollar volume of the Commercial Card Program and other commercial card program activity is calculated as set forth in Exhibit C to the Bank Services Agreement, and shall not include (i) any "unauthorized use" as defined in Paragraph 13 and (ii) any outstanding balances on Cardholder Accounts which are not paid on or before each Payment Due Date. Such Rebate shall be paid within thirty (30) days following the end of the applicable calendar quarter and shall be paid by a credit to a single account of the Board (such account to be designated in writing to PNC Bank), as determined by PNC Bank. The Rebate shall be calculated for each calendar quarter or partial calendar quarter in accordance with the Rebate Schedule attached to the Bank Services Agreement as Exhibit C and incorporated herein by reference. PNC Bank may at any time amend the Rebate in the event, to the extent, and in the amount, necessary to reflect any reduced interchange payments resulting from any updates to the Commercial Interchange Reimbursement Fees paid by Visa to PNC Bank from time to time in accordance with Visa's published schedules in effect from time to time and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify any such amendment.

In no event shall a Rebate be payable by PNC Bank to the Board if a Default by the Board has occurred hereunder. After a Default, PNC Bank may setoff any amounts owed by the Board under this Exhibit A against any Rebate earned.

The Rebate Schedule shall remain in effect until the earlier of (i) five (5) years from the Effective Date (and will be subject to renegotiation at the end of such period) or (ii) termination of the Bank Services Agreement.

8. PAYMENT.

Payments under this Exhibit A must be submitted by a PNC Bank initiated direct debit to a designated Board account or by a Board initiated wire transfer or ACH transfer in accordance with the procedures determined by PNC Bank. Any failure to comply with PNC Bank's procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the Board agrees to pay PNC Bank such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by PNC Bank, unless PNC Bank, in its sole discretion, determines to add additional payment options. The Board understands that the Board's use of certain payment options may require the Board to execute additional documents in order for PNC Bank to implement such payment options.

In addition to the other payment obligations of the Board pursuant to this Exhibit A, the Board agrees to pay immediately the full amount of any outstanding balance exceeding the Board Credit Limit.

**9. MONTHLY STATEMENTS;
DISPUTED BILLINGS.**

PNC Bank shall furnish to the Program Administrator monthly statements reflecting all transactions posted to all Cardholder Accounts, and all activity relating to the charging of fees and charges under this Exhibit A, and any credits with respect to the same ("Monthly Board Statements"). PNC Bank's statements to the Board shall be in accordance with PNC Bank's

**VISA COMMERCIAL CARD
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standard reporting statement formats as of the time of such statements. If requested by the Program Administrator, PNC Bank shall also furnish, or make available, to each Authorized Cardholder monthly statements ("Cardholder Statements"), reflecting all transactions posted to each Cardholder Account for such Authorized Cardholder.

If the Board or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Board must notify PNC Bank within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Board does not so notify PNC Bank, the Board waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Exhibit A shall be communicated in writing to PNC Bank at the address set forth in the Bank Services Agreement. Communications should include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

10. ALLOCATION OF PAYMENTS.

PNC Bank may apply each payment made by the Board in any order PNC Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance under the Commercial Card Program or otherwise).

11. FINANCIAL INFORMATION

The Board shall deliver to PNC Bank as soon as available, and in any event not later than two hundred ten (210) days after the end of each fiscal year of the Board, financial statements of the Board in a form acceptable to PNC Bank; provided, however, that the Board shall not be required to deliver such financial statements to PNC Bank hereunder if such financial statements are delivered by the Board to PNC Bank or any of PNC Bank's affiliates under any lending or other relationship. The Board agrees that PNC Bank and its affiliates may share information that PNC Bank and any affiliate receive from the Board under this Exhibit A and under other lending and business relationships.

**12. BOARD CANCELLATION OF
COMMERCIAL CARDS
(CARDHOLDER ACCOUNTS) OR
REDUCTION OF ACTIVITY
LIMITS.**

If the Board at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Commercial Card (including as a result of the termination of an Authorized Cardholder's employment), the Program Administrator shall so notify PNC Bank in writing specifying the requested date of such action. A Program Administrator may authorize a change to any activity limit or other requirement on a Commercial Card with respect to a particular transaction or transactions orally or online, on which PNC Bank may rely; provided, however, that for any such change to become permanent, any oral change must be set forth in writing by the Program Administrator to PNC Bank.

Upon cancellation of any Commercial Card or termination of any Cardholder Account, the Board will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Commercial Card and return such Commercial Card to PNC Bank, cut in half, or otherwise destroy it. Upon cancellation of a Commercial Card (other than a lost or stolen Commercial Card

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

as to which PNC Bank has received notice) or termination of any Cardholder Account (including as a result of termination of employment of an Authorized Cardholder as to which PNC Bank has received notice), the Board shall remain liable for all outstanding balances incurred by the use of such Commercial Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to PNC Bank with respect to such Cardholder Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Commercial Card, the Board will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Board shall remain liable for all amounts incurred by the use of such Commercial Card.

**13. LOST OR STOLEN COMMERCIAL
CARD; LIABILITY FOR
UNAUTHORIZED USE.**

The Board agrees to notify PNC Bank immediately if the Board suspects or knows that a Commercial Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Board must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Commercial Card to PNC Bank at the address set forth in the Bank Services Agreement.

The Board shall be liable for all unauthorized use of any Commercial Card. For the purposes of this Exhibit A, "unauthorized use" means the use of a Commercial Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized Cardholder, nor the Board receives any benefit, including without limitation, any fraudulent use.

The Board may dispute any unauthorized use reported in accordance with Paragraph 9 by filing a claim through the dispute resolution process established by Visa for contesting unauthorized transactions ("Dispute Claim"). Once PNC Bank receives all properly completed documentation, PNC Bank will submit the Dispute Claim to Visa and the disputed charges will then be reflected on the Company's account and its Monthly Company Statement as "not due". Upon receipt of funds from Visa the amount received shall be deleted from the Company's account balance. If Visa rejects all or a portion of Dispute Claim, the rejected amount shall then become due and payable on the next Payment Due Date.

Notwithstanding the foregoing, the Board shall not be liable for any unauthorized use in the amount of up to five thousand dollars (\$5,000) per Commercial Card so long as the Board (a) provides PNC Bank with written notice of such unauthorized use within five (5) days after the Monthly Statement Date for the month in which such unauthorized use occurred and (b) cooperates with the filing of a Dispute Claim. Furthermore, the Board will not be liable for any unauthorized use of a Commercial Card that continues after PNC Bank is notified orally or in writing of the unauthorized use and has had a reasonable time to act on such notice.

Use of a Commercial Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Board, shall not constitute unauthorized use, subject to applicable law and Paragraph 12 of this Exhibit A.

The Board may participate in the Visa Commercial and Business Card Liability Waiver Program (or any comparable substitute therefore) ("Visa Waiver Program") and that Visa may, under such program, provide coverage for certain disputed or unauthorized charges made by Authorized Cardholders. If the Board wishes to file a claim (a "Waiver Claim") under the Visa

**VISA COMMERCIAL CARD
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Waiver Program, it must comply with the terms of the program and provide to PNC Bank all documentation required by Visa in order to pursue a Waiver Claim. Once PNC Bank receives all properly completed documentation, PNC Bank will submit the Waiver Claim and the disputed charges (up to the maximum recoverable under the Visa Waiver Program) will then be reflected on the Company's account and its Monthly Company Statement as "not due". Upon receipt of funds from Visa or its program underwriter with respect to a Waiver Claim, the amount received shall be deleted from the Company's account balance. If Visa or its program underwriter reject all or any portion of a Waiver Claim, the rejected balance shall then become due and payable on the next Payment Due Date.

The Board understands that any liability any Authorized Cardholder may separately have to the Board for the unauthorized use of any Commercial Card by a third party is the lesser of \$50 or the amount of such unauthorized use. In addition, the Board understands that there is no limitation on the liability any Authorized Cardholder has to the Board for the unauthorized use of any Commercial Card by the Authorized Cardholder.

**14. NOTICE RE: COMMUNICATIONS
BY TELEPHONE.**

To review and monitor appropriate handling of inquiries and PNC Bank's performance, some telephone calls between employees or agents of PNC Bank and the Board may be monitored by PNC Bank's supervisory or management personnel, without notice to the Board or such employees or agents of PNC Bank. PNC Bank will not, however, make a sound recording of any telephone call without disclosure to the Board.

15. TECHNOLOGY.

At the Board's request, PNC Bank may, in its discretion, make available to the Board certain additional technology, including but not limited to its payables card processing application ("ActivePay[®]") and/or certain Internet-based services provided by Visa, known as Visa Information Management ("VIM"). PNC Bank may discontinue providing ActivePay[®], VIM or any other service to the Board at any time upon sixty (60) days prior written notice to the Board. The Board may discontinue using ActivePay[®], VIM or any other service at any time upon sixty (60) days prior written notice to PNC Bank.

In order to utilize VIM, the Board acknowledges and agrees that: (a) it and/or its Authorized Cardholders will be required to register with Visa and will be bound by such terms and conditions governing the Board's access to and use of VIM as established from time to time by Visa, and by any third parties that Visa may use in providing VIM services; and (b) it will be responsible for granting access to and authority to use VIM to one or more persons in accordance with procedures established by Visa. Further, the Board acknowledges and agrees that when it utilizes VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to PNC Bank and, provided that the person giving those instructions entered the proper security or other codes or identifying numbers, PNC Bank will comply with the instructions received from Visa without further verifying those instructions with the Board.

In addition to the requirements set forth in this Paragraph 15, in order to utilize ActivePay[®] or any other technology that PNC Bank may make available to the Board from time to time, the Board and/or its Authorized Cardholders may be required to register with such vendor and agree to its terms and conditions governing the Board's

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

access to and use of such technology. The Board also may be required to execute such other documentation, in form and substance acceptable to PNC Bank and the Board, and to agree to certain other terms and conditions governing use of such technology, as acceptable to the Board, as may be established by PNC Bank or any third party vendor used by PNC Bank in conjunction with the provision of such services (including, without limitation, AOC Solutions, Inc.).

Subject to Section 10 of the Bank Services Agreement regarding Confidential Information, PNC Bank is authorized to exchange with Visa, AOC Solutions, Inc., any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the Board and the transactions under this Exhibit A and any other commercial card agreement with PNC Bank.

PNC Bank shall have no liability to the Board in connection with the performance, or failure to perform, of VIM, ActivePay[®] or any other additional technology used by the Board in connection with the ActivePay[®] Program.

16. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in this Exhibit A, the following words and terms shall have the following meanings:

"Banking Day" is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

"Payment Due Date" refers to each date upon which payment of any type is due from the Board to PNC Bank. The Payment Due Date for the amount shown on any Monthly Board Statement as **"Total Payment Due"**, including any disputed amounts (as described in Paragraph 8), shall be the date which is twenty one (21) calendar days after the date identified on the Monthly Board Statement as **"Statement Date"**.

Exhibit A

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

BOARD CREDIT LIMIT SCHEDULE

Date: Effective Date of Bank Services Agreement

Board: Board of Education for the City of Chicago

Board Credit Limit
under Commercial Card
Program and other
commercial card programs \$10,000,000

In the event of a change in the Board Credit Limit, as provided in this Exhibit A, PNC Bank will provide a revised Board Credit Limit Schedule to the Board. The revised Board Credit Limit will be effective as of the date set forth on the new Board Credit Limit Schedule.

**VISA COMMERCIAL CARD
SCOPE OF SERVICES**

ADDENDUM 1

PROGRAM SUMMARY

PNC Bank offers the following Program Summary to the Board of Education of the City of Chicago (the "Board") in support of its implementation of on-going project management services for effective governance of its Commercial Card Services as defined below.

I. Program Overview:

- a. PNC Bank will provide and implement an ActivePay® platform for the Board with no less than the following tools and features:
 - i. Distributed Card Solution: PNC Bank will issue Cards to employees as designated by the Board to purchase products and/or services directly from vendors to support the Board's operations (known as a purchasing card).
 - ii. ePayables Solution: A dynamically adjustable non-plastic card account(s) used to pay for goods and services after an invoice has been received for those goods or services (whether set up as a rotating pool or card accounts, ghost card accounts funded only to pay invoices from specific suppliers, or another arrangement similar in purpose).
 - iii. ActivePay Solution: PNC Bank will assist the Board with the implementation of the following ActivePay features, at a minimum:
 1. Provide data formats for integration with the Board's information management systems to an extent necessary for the automatic transmittal of clients' transactional and payment authorization data with support the mutually agreeable file transfer protocols.
 2. Comprehensive management and reporting with capability to effectively manage the ActivePay platform:
 - a. Provide data formats for integration with the Board's information management systems to the extent necessary for the automatic transmittal of the Board's transactional and payment authorization data.
 - b. Systems that support general program management activities and the Board's monitoring of compliance against organization policy.
 - c. Administrative access to information on every type of account activity.
 - d. Reporting capability which includes client predefined and/or customized reports with performance indicators that highlight important trends.

**VISA COMMERCIAL CARD
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3. Access to transaction management activity to determine if cardholders are properly managing their accounts and to validate that expenses are being assigned to the proper cost centers.

II. PNC Bank Team:

- a. PNC Bank's Senior Vice President for Payables Services will have ultimate accountability for the fulfillment of all PNC Bank commitments to the Board. PNC Bank's Senior Vice President for Payables Services may designate other PNC Bank representatives to act on his/her behalf from time to time.
- b. PNC Bank will provide the following team support dedicated to the Board's Program:
 - i. PNC Bank Account Manager
 1. Designated project leader for implementation
 2. Manages the team dedicated to the program
 3. Performs periodic program performance review
 - ii. PNC Bank Account Services Representative
 1. Provides day to day assistance for company Administrator(s)
 2. Acts as the Board's point of contact regarding the card program
 - iii. PNC Bank Account Development Consultant
 1. Works directly with clients to "find" spend and enhance/optimize the program
 2. Coordinates vendor enrollment
 3. Manages proprietary database of enrolled AP card vendors
 - iv. Technology Representative
 1. Works with the Board on all technology and integration issues, training and development
 2. Design and optimization of reporting via the Active Pay tool

III. Vendor Enrollment: PNC Bank will provide the following minimum support for Program implementation and follow-on Program support:

- a. Dedicated PNC Bank Account Development Consultant and Dedicated Team Support as listed in Section II.
- b. Focused effort to maximize enrollment by gaining widespread vendor acceptance for the PNC Bank's purchasing card and ePayables payment methods in accordance the plan agreed to be the parties.
 - i. PNC Bank will work in close, effectively-governed cooperation with the Board:
 1. PNC Bank will work to expedite on-boarding and maximize first-year and subsequent Program spend volume.

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2. PNC Bank will conduct joint planning, work programs and training to ensure effective program administration and user experience to include:
 - a. Conducting effective targeting and use of resources towards agreed upon priorities.
 - b. Conducting weekly meetings with the Board to review and make recommendations to adjust enrollment process.
 - c. Conducting timely communications and sharing of intelligence, data and information between the parties.
 - d. Providing both on-site and phone/internet consultation (at a mutually-agreed frequency) to support the successful Program implementation and continuous management of Program growth.
 - e. Working across boundaries as necessary to coordinate enforcement activity.
- ii. PNC Bank will capture all vendor contacts and feedback in detailed tracking database.
- iii. PNC Bank will not alter any vendor terms on behalf of the Board as PNC Bank works with vendors to enroll in the Program.
- iv. PNC Bank will address and solve all non-conforming program related issues at the lowest PNC Bank management level possible and will escalate all vendor questions back to appropriate Board contact(s).
- v. PNC Bank will provide a Life-of Program On-Boarding process:
 1. Maintaining a Vendor Enrollment Database to continuously monitor vendors dynamically in and ongoing and rapid enrollment process.
 2. Working with the Board to maintain a continuous process to increase percent of vendor enrollment for the life of the Program.
- c. **Meetings.** In addition to Program kick-off meetings, PNC Bank and the Board will conduct and/or produce:
 - i. Weekly Project Status Meetings
 1. To discuss and communicate Program status, to raise and resolve issues and risks and to obtain approval for sign-off at various phases of the Program.
 2. To assign corrective action and tasks to PNC Bank and the Board.
 - ii. Program Status Reports to identify issues and status. PNC Bank will produce reports on a weekly basis to document status of the Program, note accomplishments and update milestones. Program issues will be documented, tracked, assigned for resolve, and retained as historical information.
 - iii. PNC Bank will work with the Board to establish regular meetings to discuss the Program and resolve any issues.
- d. **Reporting and Data Transmission-**

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- i. Determining strategies for data mapping into expense reporting systems and other custom file feeds and reconciliation
 - ii. Determining data requirements and integration for reconciliation
 - iii. Determining merchant restriction and spending controls Single Use Account AP transactions
- e. **Program Schedule:** PNC Bank in conjunction with the Board will develop an initial Program implementation schedule with completion dates to include implementation Phases as part of this contract and then adjust the timeline and establish finite dates for project schedule after initial kick-off meeting upon full execution of the Bank Services Agreement.

This Agreement will be posted on the CPS Internet website.

EXHIBIT B: Compensation and Payments

This Agreement will be posted on the CPS Internet website.

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Exhibit B

Prepared for
Board of Education of the City of Chicago

Card Services Fee Schedule

Category	Standard Rate	Chicago Public Schools
I. Monthly Program Maintenance Fee <i>Standard Account Includes:</i> > Program administration > Cardholder statements > Invoices > Standard paper reports > Cards (no limit on # of accounts) > Transmissions (EDI or Flat File)	\$200 per month	Waived
II. Transaction Fee 0 - 500 500 - 1,000 > 1,000	\$3.50 per transaction \$.25 per transaction No charge	Waived
III. Corporate Account Late Fee	1% of outstanding balance at 15 days past the next statement cycle close date*	1% of outstanding balance at 15 days past the next statement cycle close date*
IV. Cash Advance Transaction Fee	\$3 or 3% per advance (whichever is greater)	\$3 or 3% per advance (whichever is greater)
V. Foreign Exchange Fee	Exchange Rate + 1%**	Exchange Rate + 1%**
VI. ActivePay® > One-time implementation fee > Web Services (Optional) > Incoming & outgoing faxes (including receipts submitted via fax)	> \$10,000 > Pass-thru at cost (based on development hours) > \$0.18 per page	> Waived > Pass-thru at cost (based on development hours) > \$0.18 per page
VII. Custom Card Graphics (optional) (A) Single-Color Logo on standard PNC card design • Image and Template Design (no logos max) • Cost per card (B) Custom Card Design or Multi-Color Logo - Non Chip Card • Client-specific card designs • Bulk upload of card design / image file • Integrate 600 dpi color images (C) Custom Card Design or Multi-Color Logo - Chip Card (minimum order quantity of 1,000)	• \$250 per logo • \$1 per card • \$350 per image upload • TBD by design	• Waived • Waived • \$350 per image upload • TBD by design

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* If payment in full of amounts due under a monthly statement has not been made by the date that is 15 days after the next statement closing date, then 1% of the outstanding balance will be charged as a late fee and will appear on the next statement.

** Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

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Exhibit C

Rebate Schedule

PNC Bank is offering the following rebate incentives to the Board based on the payment terms defined below:

Annual Dollar Volume*	Basis Points
Billing Cycle Days	30
Payment Terms (Calendar Days)	21
\$250,000,000 and above	191
\$175,000,000 to \$249,999,999	190
\$100,000,000 to \$174,999,999	189
\$75,000,000 to \$99,999,999	188
\$60,000,000 to \$74,999,999	187
\$45,000,000 to \$59,999,999	184
\$40,000,000 to \$44,999,999	174
\$30,000,000 to \$39,999,999	169
\$20,000,000 to \$29,999,999	164
\$10,000,000 to \$19,999,999	159
\$0 to \$9,999,999	154

* "Annual Dollar Volume" means January through December total Dollar Volume, based on monthly statement cycle activity; and "Dollar Volume" means the total of purchases minus returns minus cash advances under the commercial card Program and all other card programs Board has with PNC Bank. For the purposes of tier calculation only, Annual Dollar Volume shall include the Annual Dollar Volume of the Cook County Government's commercial card program with PNC Bank.

** Rebate Incentives are listed in basis points. One basis point equals .0001. Transactions that qualify for the Visa Large Ticket Merchant program ("Large Ticket Transactions") will be included in calculating the Annual Dollar Volume tier achieved, but the Large Ticket Transactions will earn a rebate calculated at the lesser of (a) one-half (1/2) of the applicable Rebate Incentive tiers set forth above, or (b) seventy-two and one-half (72.5) basis points; provided, however, PNC Bank may reduce the rebate earned on Large Ticket Transactions to reflect any reduced interchange payments resulting from any updates to the fees paid to PNC Bank by Visa in accordance with Visa's published schedules in effect from time to time.

The above schedule reflects a corporate bill, payment, and liability program for the Commercial Card Program.

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Rebates are paid on a quarterly basis. The quarterly payment due each quarter shall be determined by (i) determining the actual aggregate Dollar Volume for the period from the first day of the billing cycle for the applicable calendar year until the last day of the billing cycle for the applicable quarter, (ii) multiplying that Dollar Volume by (A) four (4) for the first quarter of the year, (B) two (2) after the second quarter of the year, or (C) four-thirds (4/3) after the third quarter of the year, to determine the expected Annual Dollar Volume for purposes of determining the applicable Rebate Tier shown on the table above, and (iii) multiplying the applicable rebate incentive by the actual Dollar Volume for the applicable quarter. At the end of the year (ending on the date of the monthly cycle that ends in December), the full year Annual Dollar Volume will be used to calculate the actual annual rebate value, and PNC Bank will pay the Board the annual rebate earned MINUS the partial rebates paid to the Board during the year. In the event that the actual annual rebate earned is less than the rebates paid to the Board during the year, the Board will be responsible to reimburse PNC Bank the amount of the overpayment by January 31 of the following calendar year.

SIGNING BONUS

PNC Bank is offering the Board an incentive in the form of a one-time signing bonus of \$250,000 (the "Signing Bonus") based upon achieving \$30,000,000 of Dollar Volume (the "Spend Threshold") by end of the eighteenth (18th) month following the date on which the first transaction is processed (the "Spend Period"). This Signing Bonus is payable within thirty (30) days after the commencement of the Spend Period. If the Board does not achieve the Spend Threshold by the end of the Spend Period, whether because of termination of the program or otherwise, the Board shall be required to repay to PNC Bank a portion of the Signing Bonus, calculated based on the percentage of the Shortfall. For example, if the Board achieves \$15,000,000 of Dollar Volume during the Spend Period then \$125,000 of the Signing Bonus (a 50% shortfall, referred to as the "Shortfall") shall be repaid to PNC Bank. The Shortfall, if any, shall be due and payable on demand, and at PNC Bank's sole election and discretion, PNC Bank may accept repayment of all or any portion of the Shortfall from subsequent Rebate payments that may be owed to the Board.