

**ADDENDUM TO EQUIPMENT MAINTENANCE AGREEMENT BETWEEN
IMAGETEC AND THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74**

This Amendment is made and entered into as of the ____ day of _____, 2016, between Imagetec, L.P. (hereinafter "Imagetec") and the Board of Education of Lincolnwood School District No. 74 (hereinafter "District," "Buyer," or "Customer") (collectively "the Parties"), for the purpose of amending the Equipment Maintenance Agreement ("Agreement") between the District and Imagetec.

WHEREAS, the District wishes to engage Imagetec to provide copying and printing equipment, software and installation and maintenance services; and

WHEREAS, Imagetec has tendered the Agreement to the District, and the Parties wish to amend the Agreement as stated below.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- A-1 **Governing Provisions.** In the event of a conflict between the terms and conditions of this Amendment and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
- A-2 **No Attorney Fee-Shifting.** Neither Party shall be responsible for the other Party's attorneys' fees incurred in enforcing or litigating any rights or collecting any amounts due under the Agreement or this Amendment. All contrary provisions of the Agreement are stricken.
- A-3 **Training.** Imagetec shall provide sufficient training to central office and building staff concerning the proper use of all equipment and software provided by Imagetec under the Agreement. Said training shall be at no charge to the District and at mutually agreed times.
- A-4 **Payments.** All amounts due to Imagetec are due and payable in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*), and penalties for nonpayment shall be as stated therein.
- A-5 **No Autorollover / Term of Agreements.** Notwithstanding anything in the Agreement to the contrary, the Agreement shall not automatically rollover or extend without the prior written consent of the Board. The Term of the Agreement shall be 36 months from the date of the last party to execute this Amendment. All contrary provisions of the Agreement are stricken.
- A-6 **Required Certifications.** Imagetec shall comply with all applicable laws, ordinances rules, regulations and codes, including but not limited to (if and to the extent applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*; the *Illinois Human Rights Act*,

775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property except in limited circumstances with notice to and approval of the Board; certifications concerning not being barred from bidding and complying with Illinois Use Tax requirements under the Illinois *School Code* (105 ILCS 5/10-20.21); and the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Imagetec further agrees that any records or data accessed in the performance of services concerning the District's individual employees or students shall remain confidential and be used only for the identified purposes in conjunction with the services and shall not be disclosed to any third parties without the District's consent. Notwithstanding any provisions in Agreements to the contrary, the Board is a tax exempt entity and shall not be responsible for payment of any taxes from which it is exempt.

A-7 Specific Language Changes to EMA. In addition to the foregoing revisions, amend the Equipment Maintenance Agreement as follows:

- a. In Paragraph 3, insert: "Imagetec L.P. shall provide a cost estimate and obtain Customer's written consent before providing any excluded services."
- b. Insert Paragraph 28, as follows: "Imagetec shall indemnify and hold the District, its administrators, agents, directors, officers, and employees harmless from all losses, injuries, debts, dues, demands, claims, damages, fees, costs, attorneys' fees and costs, taxes, penalties or fines arising out of or relating to any negligent or wrongful act or omission of Imagetec, its agents, employees, licensees, invitees and participants, occurring or alleged to have occurred, in whole or in part, in connection with this Agreement."

A-8 Authority to Execute. Each person executing this Amendment below represents and warrants that he or she has the proper and necessary authority to execute this Amendment and to bind his or her respective entity to its terms.

IN WITNESS WHEREOF, the parties have signed this Amendment on the ____ day of _____, 2016.

IMAGETEC, L.P.

BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT NO. 74
COOK COUNTY, ILLINOIS

By: 
Its General Partner

Date: 11/14/16

By: _____
Its President

Date: _____

ATTEST:

By: _____
Its Secretary

Date: _____

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