

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SECURITAS

This Amendment is entered into as of August 5, 2021, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Securitas Electronic Security, Inc. (“Securitas”) pursuant to the Proposal dated June 22, 2021, and the Master Services Agreement (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Securitas shall not materially modify or amend the Agreement during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Securitas prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Securitas acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Securitas hereby submits to the jurisdiction of that court. Any references to other states’ laws, other venues, or binding arbitration shall be deleted from the Agreement.
5. **Insurance.** During the term of this Agreement and any renewal thereof, Securitas shall maintain a commercial general insurance policy or program of self-insurance. School District shall be named as an additional insured on such policy. Any damages limitations, limitations of liability, or liquidated damages amounts in this Agreement shall not apply to School District in its capacity as an additional insured under this provision.
6. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

**SECURITAS ELECTRONIC
SECURITY, INC.**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____