

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**AGREEMENT EXERCISING THE SECOND OPTION TO RENEW
THE WALK-THROUGH METAL DETECTORS AND RELATED INSTALLATION,
MAINTENANCE AND TRAINING SERVICES CONTRACT**

(Advance Security Resources LLC)

This Agreement Exercising the Second Option to Renew the Walk-Through Metal Detectors and Related Installation, Maintenance and Training Services Contract ("**Second Renewal Agreement**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Advance Security Resources LLC, with offices located at 2125 West 24th Street, Chicago, Illinois 60608 (the "**Vendor**") is entered into as of this 1st day of August, 2022 ("**Effective Date**").

RECITALS

- A. The Board and Vendor entered into that certain Walk-Through Metal Detectors and Related Installation, Maintenance and Training Services Contract for a term commencing August 1, 2019 and continuing through July 31, 2021 ("**Original Contract**") (authorized by Board Report 19-0724-PR15), with the Board having three (3) options to renew for a period of one (1) year each.
- B. The Board exercised its first option to renew the Original Contract pursuant to that certain First Renewal Agreement ("**First Renewal Agreement**") for a term commencing on August 1, 2021 and continuing through July 31, 2022 (authorized by Board Report 21-0428-PR11).
- C. The Board now desires to exercise the second option to renew the Original Contract upon the terms and conditions as set forth in this Second Renewal Agreement, and Vendor accepts this Second Renewal Agreement on the terms and conditions hereinafter set forth. The Original Contract, the First Renewal Agreement, and this Second Renewal Agreement are collectively referred to herein as the "**Agreement**".

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Second Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Definitions**: Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Contract.
2. **Second Renewal Term**: The term of the Second Renewal Agreement shall commence on August 1, 2022 and continue through July 31, 2023 ("**Second Renewal Term**"), unless terminated sooner as provided in the Original Contract. The Board shall have one (1) remaining option to renew the Agreement after the Second Renewal Term expires.
3. **Products and Services**: During the Second Renewal Term, Vendor shall continue to provide the Products and Services as set forth and described in Section IV (Specification of Products and Scope of Services) of the Original Contract.
4. **Compensation**: During the Second Renewal Term, Vendor shall continue to be paid in accordance with the pricing set forth in Section VII (Bid Tabulation Pages) of the Original Contract. During the Second Renewal Term, the total compensation payable to the Vendor, shall not exceed the amount stated in the Board Report, cited on the signature page of this Second Renewal Agreement, as may be amended ("**Maximum Compensation Amount**"). It is understood and agreed that the Maximum Compensation Amount referenced herein is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Products provided and Services performed during the Second Renewal Term, and the Board shall not be obligated to pay for any Products, Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received for Products, Services and deliverables not provided.

5. **Freedom of Information Act:** Vendor acknowledges that this Second Renewal Agreement and all documents submitted to the 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), subject to any permitted exceptions asserted by Vendor, and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal Agreement shall be posted on the Board's website at www.cps.edu.

6. **Agreement:** Except as expressly provided in this Second Renewal Agreement, all terms and conditions of the Original Contract shall remain in full force and effect during the Second Renewal Term.

7. **Counterparts and Electronic Signatures:** This Second Renewal 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 document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

8. **Board Approval:** This Second Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

IN WITNESS WHEREOF, the parties have caused this Second Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

BOARD OF EDUCATION OF THE CITY OF CHICAGO ^{DS} ✓/M

ADVANCE SECURITY RESOURCES LLC

DocuSigned by: Miguel del Valle
By: Miguel del Valle
President

DocuSigned by: Salvador Leanos
By: Salvador Leanos
Name: Salvador Leanos
Title: Operating Manager
Date: June 27, 2022

DocuSigned by: Estela G. Beltran
Attest: Estela G. Beltran
Secretary

Date: July 18, 2022

DocuSigned by: Pedro Martinez
By: Pedro Martinez
Chief Executive Officer

Board Report No. 19-0724-PR15, 21-0428-PR11, 22-0622-PR16

Approved as to Legal Form: ^{DS} PK ^{DS} ES ^{DS} ✓/M

DocuSigned by: Joseph T. Moriarty
By: Joseph T. Moriarty
General Counsel