

**FIRST AMENDMENT TO THE MASTER AGREEMENT BETWEEN THE  
CITY/COUNTY OF DENVER AND KONE, INC. FOR SERVICES TO THE VILLAGE OF OAK PARK.**

**THIS FIRST AMENDMENT TO THE MASTER AGREEMENT** dated June 3, 2014 ("Agreement"), between the Village of Oak Park, an Illinois home rule municipal corporation, and KONE, Inc., is entered into this \_\_\_\_ day of October, 2016 (collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated June 3, 2014; and

**WHEREAS**, the Parties seek to amend Section 4 of the Agreement pursuant to this First Amendment to reflect the Contract Price for a total amount of \$115,000.00.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

**1. AMENDMENT TO AGREEMENT.** Section 4 of the Agreement is amended by adding the underlined language to read as follows:

**4. Monthly Service Charge.**

The Village shall pay Kone a flat monthly rate of one thousand, three hundred and fifty dollars (\$1,350.00) as quoted on Attachment A. The Village shall also pay Kone on a monthly basis for emergency repair services at discounted rates provided in the US Communities Government Purchasing Alliance rate sheet attached hereto as Exhibit B. The Village shall pay all undisputed portions of invoices in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. The total contract amount shall not exceed \$115,000.00.

**2. OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

**3. EFFECTIVE DATE.** This First Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**KONE, INC.**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016