

AMENDMENT TO CONTRACTS

WHEREAS, on May 10, 2009, the DENTON INDEPENDENT SCHOOL DISTRICT (“DISD”) entered into two agreements with HENKELS & McCOY, INC. (“H&M”) in compliance with Texas Education Code § 44.031 purchasing requirements denominated: (1) Engineering and Construction Agreement; and (2) Maintenance and Locates Agreement (collectively, the “Supplier Agreements”) by which H&M agreed to provide and perform certain goods and services upon the terms set forth therein; and

WHEREAS, on or about May 11, 2010, DISD and the CITY OF LEWISVILLE, TEXAS (“CITY OF LEWISVILLE”) entered into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code to cooperate in the purchasing of goods and services as authorized by that Chapter (the “Interlocal Agreement”); and

WHEREAS, Texas Government Code § 791.025 provides that such Interlocal Agreement satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services such as those that are the subject of the Supplier Agreements; and

WHEREAS, pursuant to the Interlocal Agreement, the CITY OF LEWISVILLE desires to be admitted to the Supplier Agreements (as an additional “Purchaser” to the Engineering and Construction Agreement and an additional “Owner” for purposes of the Maintenance and Locates Agreement) upon the same terms and costs as stated in the Supplier Agreements unless specifically modified below; and

WHEREAS, H&M agrees to provide goods and/or services to the CITY OF LEWISVILLE upon the same terms, costs and conditions as stated in the Supplier Agreements with DISD unless specifically modified below; and

WHEREAS DISD, pursuant to its Interlocal Agreement with the City of Lewisville, has agreed to admit the CITY OF LEWISVILLE as an additional party to the Supplier Agreements upon the terms and conditions stated therein unless specifically modified below:

NOW THEREFORE it is mutually agreed as follows:

1. The Supplier Agreements are amended to provide that the CITY OF LEWISVILLE is an additional “Purchaser” to the Engineering and Construction Agreement and an additional “Owner” for purposes of the Maintenance and Locates Agreement.
2. The CITY OF LEWISVILLE understands and agrees to be bound by the terms, conditions, costs and expiration dates of the Supplier Agreements, and hereby agrees to fulfill each and every requirement contained therein as if the CITY OF LEWISVILLE was the original procuring entity, unless specifically modified herein.

3. The CITY OF LEWISVILLE agrees, at its sole cost and expense, to independently administer its requests for goods and services under the Supplier Agreements and to pay H&M directly for such goods and services from current revenues, in accordance with the terms and conditions of the Supplier Agreements.

4. The CITY OF LEWISVILLE shall be liable to H&M only for goods and services requested and received by it under the Supplier Agreements and shall not, by execution of this Amendment, assume any additional liability. The CITY OF LEWISVILLE can access any or none of the services available.

5. DISD shall remain liable to H&M for goods and services requested and received by it under the Supplier Agreements and shall not, by execution of this Amendment, assume any additional liability.

6. Any and all notices as required by the Supplier Agreements shall be provided to H&M and DISD as stated therein. Any notice required or permitted to be given to CITY OF LEWISVILLE shall be given as stated in the Supplier Agreements to the following:

Bill Scott, GIS Administrator
City of Lewisville, Texas
1197 W. Main @ Civic Circle, P.O. Box 299002
Lewisville, Texas 75029-9002
972/219-5073 direct line, 972/219-5087 fax
bill.scott@cityoflewisville.com

7. This Amendment has been duly executed and delivered and constitutes a legal, binding obligation of the parties and an amendment to the Supplier Agreements. Each person executing this Amendment on behalf of each party represents and warrants that they have full right and authority to enter into this Amendment.

In witness whereof the parties hereto have signed this Amendment to the Supplier Agreements to be executed in multiple counterparts effective as of the _____ day of May, 2010.

HENKELS & McCOY, INC.

By: _____

CITY OF LEWISVILLE

By: _____

DENTON INDEPENDENT SCHOOL DISTRICT

The foregoing Amendment To Contracts was offered for approval on motion made by _____, seconded by _____, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on May ____, 2010, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

Jim Alexander, Ph.D., President
Board of Trustees

ATTEST:

Glenna Harris, M.D., Secretary
Board of Trustees