

STATE OF TEXAS §
 § **FIRST AMENDMENT TO SERVICES AGREEMENT**
COUNTY OF DENTON §

This **First Amendment to Services Agreement** is made and entered into by and between the City of Hutchins, Texas (“Client”) and Dact Way LLC (“Vendor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Service Agreement and First Addendum to Agreement on or about March 18, 2025 (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement by amending Section 1 “Services Provided; Scope; Duration”, Section 2 “Term of Agreement” and Section 3 “Compensation” by increasing the total not to exceed amount to \$78,422.29; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Section 1, **Services Provided; Scope; Duration**, is hereby amended to read as follows:

“1. Services Provided; Scope; Duration.

The Client hereby agrees to engage the Vendor to provide the Client with the following cleaning services (the “Services”):

...

- The delivery of the services will be at the following locations:
 - City Hall – 400 N. JJ Lemmon Road, Hutchins, Texas 75141
 - Police Station – 205 W. Hickman St., Hutchins, Texas 75141

...”

2. That Section 2, **Term of Agreement**, is hereby amended to read as follows:

“2. Term of Agreement.

The term of this Agreement (the “Term”) will be for one year from the date of this Agreement. The term will automatically renew for successive one year periods (each a “Renewal Term”). Either Party may terminate this Agreement by giving sixty (60) days prior written notice to the other Party. In the event of such termination, Vendor shall be entitled to compensation for any

services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

...”

3. That Section 3, **Compensation**, is hereby amended to read as follows:

“3. Compensation.

The Vendor will charge the Client for the Services at the rate of \$6,535.19 per month (the “Compensation”). The Client will be invoiced every month, ten (10) days in advance before the end of each month. Invoices submitted by the Vendor to the Client are due within 15 days of receipt.

...”

2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the First Amendment are inconsistent with the Agreement, the terms and conditions contained in the First Amendment will be controlling.

(signature page to follow)

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(08-13-2025: 4931-2476-1694, v. 1)

EXECUTED this _____ day of _____, 2025.

Dact Way LLC

By: _____
Name: _____
Title: _____

4931-2476-1694, v. 1