

## Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Shelby County Government on behalf of the Juvenile Court of Memphis and Shelby County (hereinafter "County") and Lincoln Glass, (hereinafter "Contractor").

WHEREAS, the parties previously entered into an agreement Contract No. CA1620326 (hereinafter "Agreement") dated June 16, 2016, for the provision of replacement windows at the Juvenile Court building for the period ending June 30, 2016; and

WHEREAS, the parties now desire to extend the Agreement, as amended, for a period not to exceed ninety (90) days as approved by the Shelby County Purchasing Department.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

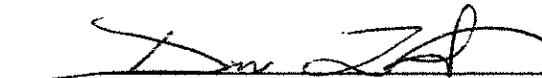
1. The Agreement between the parties is hereby extended for the period beginning July 1, 2016 until no later than September 30, 2016.
2. This Amendment only extends the time for completion of the original Agreement and does not increase the total cost which shall not exceed One Hundred Two Thousand and 00/100 (\$102,000.00) Dollars payable in accordance with the terms of the Agreement.
3. **Contractor shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall Contractor be entitled to receive payments for contract fees and expenses incurred in violation of this provision.**
4. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2016-2017 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
5. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**JUVENILE COURT OF MEMPHIS  
AND SHELBY COUNTY**

**LINCOLN GLASS CO., INC.**

\_\_\_\_\_  
Pamela Skelton  
Chief Administrative Officer

  
\_\_\_\_\_  
Don Langston  
President

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
Mark H. Luttrell, Jr.  
Mayor

**CORPORATE ACKNOWLEDGMENT**

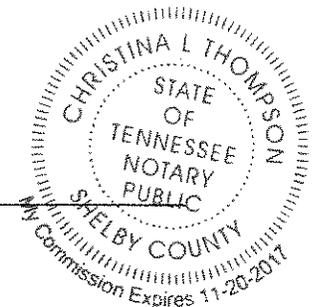
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Don Langston, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Lincoln Glass the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Don Langston / President

WITNESS my hand and official seal at office this 25<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11-20-17



**SHELBY COUNTY GOVERNMENT  
GRATUITY DISCLOSURE FORM**

**INSTRUCTIONS:** *This form is for all individuals receiving any Shelby County Government contract, subcontract, land use approval or financial grant of money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouse and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME**

Lincoln Glass Co. INC.

2. **DATE OF GRATUITY**

NONE

3. **NATURE AND PURPOSE OF THE GRATUITY**

NONE

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

NONE

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

NONE

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

NONE

**7. DESCRIPTION OF THE GRATUITY**

NONE

**8. COST OF THE GRATUITY** (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

NONE

**9.** The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and I affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including their spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Code of Ethics.

  
Signature

7-25-16  
Date

Dow Langston  
Print Name

*A copy of your completed form will be placed on the Shelby County Internet website.*