

AMENDMENT #1
to
MASTER SERVICES AGREEMENT #2023-074
OFFICE AND CLASSROOM FURNITURE WITH INSTALLATION AND RELATED SERVICES

This AMENDMENT (“Amendment”) to the Services Agreement #2023-074 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Lakeshore Learning Materials, LLC.
Attn: Johanna Lopez
2695 E. Dominguez Street
Carson, CA 90895
biddept@lakeshorelearning.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **October 31, 2023**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- Amend the first paragraph of Section 3.2 by inserting the following section label:

3.2. Termination.

3.2.0 Termination for Convenience: (inserted in front of “NCTCOG and/or Participating...”)

- Amend Section 4.2 Reporting by removing existing wording and replacing with:

NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG’s collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

- Add to Article X and certify the following Attachment:

10.23 Trafficking in Persons

Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- is determined to have violated an applicable prohibition;*
- has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.*

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Lakeshore Learning Materials, LLC.

North Central Texas Council of Governments



3/24/2025

SignatureDate

Eunice Peterson

Printed Name

Bid Manager

Title

Signed by:



3/25/2025

SignatureDate

R. Michael Eastland

Executive Director

SECRETARY'S CERTIFICATE

The undersigned, Jennifer Centazzo, being the duly appointed and acting Chief Operating Officer of Lakeshore Learning Materials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 7, 2025; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that

Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated Bid Manager, Mariel Briones, be, and she hereby is, appointed and designated as Bid Administration Manager, Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, Lizbeth Borja, be, and she hereby is, appointed and designated as Bid Analyst, Fabian Soriano-Leyva, be, and he hereby is, appointed and designated as Bid Analyst Yesenia Rios, be, and she hereby is, appointed and designated as Bid Analyst, and William Roffers, be, and he hereby is, appointed and designated as Bid Analyst all with full power, and Oscar Altamirano, be, and he hereby is, appointed and designated as Proposal Writer, authority to act in the name and on behalf of the Company in all negotiations, concerns, and transactions with third parties, their employees, or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation, and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 24th day of March, 2025.



Jennifer Centazzo
Chief Operating Officer

