

RESOLUTION

WHEREAS, the City of El Paso (the “*City*”) awarded, in part, Solicitation No. 2005-128, Air Purification Respiratory Parts (the “*Contract*”) to First In, Inc. (the “*Company*”) on April 19, 2005;

WHEREAS, on a letter dated May 22, 2006, the Company informed the City that it would be unable to fulfill its obligations under the Contract due to the fact that its supplier was not renewing its contract with the Company;

WHEREAS, the Contract does not have a provision whereby the parties may mutually agree to terminate the Contract;

WHEREAS, the City and the Company desire to amend the Contract so as to terminate it by mutual agreement; and

WHEREAS, including a provision in the Contract to allow for termination of the Contract by mutual agreement shall benefit both the City and the Company.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager of the City is hereby authorized to execute that certain Amendment To The Contract for Solicitation No. 2005-128 to: (i) provide a provision in the Contract whereby the City and the Company may mutually agree to terminate the Contract; and (ii) terminate the Contract by mutual agreement.

ADOPTED this _____ day of _____, 2006.

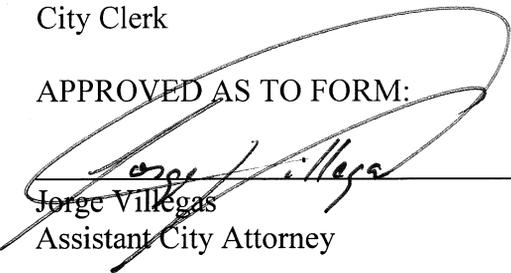
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

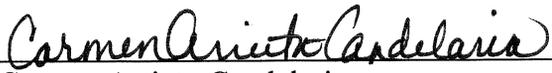
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:



Carmen Arrieta-Candelaria
Chief Financial Officer for the City of El Paso

STATE OF TEXAS §
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COUNTY OF EL PASO §

**AMENDMENT TO CONTRACT FOR
SOLICITATION NO. 2005-128**

RECITALS:

WHEREAS, the City of El Paso (the “*City*”) awarded, in part, Solicitation No. 2005-128, Air Purification Respiratory Parts (the “*Contract*”) to First In, Inc. (the “*Company*”) on April 19, 2005;

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WHEREAS, the Contract does not have a provision whereby the parties may mutually agree to terminate the Contract;

WHEREAS, the City and the Company desire to amend the Contract so as to terminate it by mutual agreement; and

WHEREAS, including a provision in the Contract to allow for termination of the Contract by mutual agreement shall benefit both the City and the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That, Section C, Paragraph 18 is hereby amended to include subparagraph C. MUTUAL TERMINATION which shall read in its entirety as follows:

The City and the Contractor may mutually agree to terminate this Contract. The Contractor shall only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. The Contractor shall not be paid any Contract close out costs. If a party hereto has any property in its possession belonging to the other party, such party will promptly return same to the other party.

2. That pursuant to and in accordance with Section C, Paragraph 18, subparagraph C. Mutual Termination, the parties mutually agree to terminate the Contract.
3. That, except as expressly amended herein, the Contract shall remain in full force and effect.

(Signature page to follow)

STATE OF TEXAS

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AMENDMENT TO CONTRACT FOR
SOLICITATION NO. 2005-128

COUNTY OF EL PASO

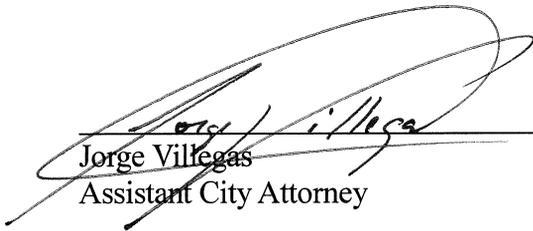
Signature Page

CITY OF EL PASO:

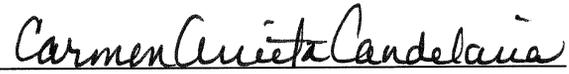
Joyce Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

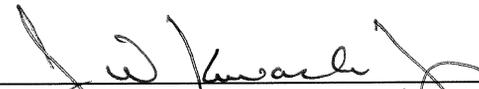


Jorge Villegas
Assistant City Attorney



Carmen Arrieta-Candelaria,
Chief Financial Office for the City of El Paso

FIRST IN, INC.



Name Printed: John W. Kovach
Title: Sales Representative

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COUNTY OF EL PASO §

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COUNTY OF EL PASO

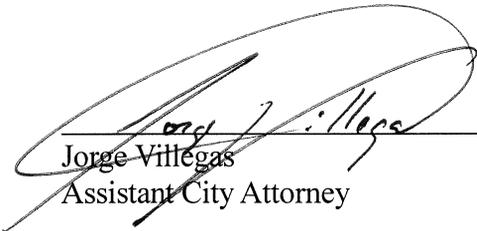
Signature Page

CITY OF EL PASO:

Joyce Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

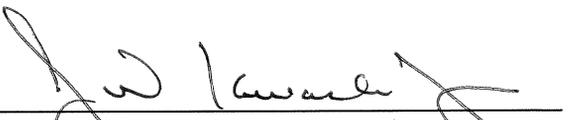


Jorge Villegas
Assistant City Attorney



Carmen Arrieta-Candelaria,
Chief Financial Office for the City of El Paso

FIRST IN, INC.



Name Printed: John W. Kouchak
Title: Sales Representative.