

THE STATE OF TEXAS	§	<b><u>First Modification of Agreement</u></b>
	§	<b>By and Between Cities of Allen and Plano</b>
	§	<b>and Plano Independent School District</b>
	§	<b>(PISD)</b>
COUNTY OF COLLIN	§	

**THIS FIRST MODIFICATION OF INTERLOCAL AGREEMENT** (hereinafter "First Modification") is by and between the **CITIES OF PLANO, TEXAS AND ALLEN, TEXAS**, both municipal corporations (hereinafter "Cities"), acting by and through their City Managers or their designees, and **PLANO INDEPENDENT SCHOOL DISTRICT**, a school district formed under the laws of the State of Texas (hereinafter "PISD"). CITIES AND PISD are sometimes collectively referred to as "Parties".

**W I T N E S S E T H:**

**WHEREAS**, Cities and PISD entered into an Interlocal Agreement on September 27, 2019 (hereinafter "Agreement") for Cities to lease to PISD nine (9) Talkgroups, for the exclusive use of PISD. Talkgroups that will be established for PISD by Plano (hereinafter "Services") with compensation of \$32.00 per radio per month for each Subscriber Radio or console, and a \$2.00 per radio per month network access fee, for a total of \$34.00 per month per radio or console; and

**WHEREAS**, the Parties desire to amend such Agreement to extend the current term for an additional twelve (12) months as set forth in this First Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, **section I. TERM** is hereby modified to read in its entirety as follows:

The term of this Agreement is for a period of one (1) year, beginning on the 1<sup>st</sup> day of October 2019, and ending on the 30th day of September 2020, with two optional one (1) year automatic renewals, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or PISD, as set forth hereafter, this agreement shall automatically

renew yearly without further action until its automatic termination on the 30th day of September 2022.

II.

Each person signing this First Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Modification. Each party represents and warrants to the other that the execution and delivery of the First Modification and the performance of such party's obligations hereunder have been duly authorized and that the First Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

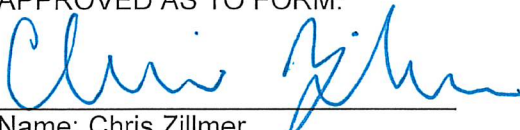
**IN WITNESS WHEREOF**, this First Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**PLANO INDEPENDENT SCHOOL DISTRICT**

Date: 9/29/21

By:   
Randy McDowell  
CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM:

  
Name: Chris Zillmer  
SCHOOL DISTRICT ATTORNEY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CITY OF ALLEN, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eric Ellwanger  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, CITY ATTORNEY