

THE STATE OF TEXAS	§	<b><u>First Modification of Agreement</u></b>
	§	<b>By and Between City of Plano and</b>
	§	<b>Questcare Medical Services, PLLC</b>
	§	<b>2020-0516-X</b>
COUNTY OF COLLIN	§	

**THIS FIRST MODIFICATION OF AGREEMENT** (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee, and **QUESTCARE MEDICAL SERVICES, PLLC**, a Texas professional limited liability company (hereinafter "Professional").

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

**WHEREAS**, City and Professional entered into an Agreement on September 29, 2020 (hereinafter "Agreement") for City to appoint Dr. Mark A. Gamber, D.O. through the Professional as its Health Authority and desires to engage the services of the Professional (hereinafter "Services") with total annual compensation not to exceed amount of \$12,000.00; and

**WHEREAS**, City and Professional desire to amend such Agreement to add five (5) two-year periods. Each renewal period shall be approved by the City Council as set forth herein 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 III. TERM OF AGREEMENT** is hereby modified to read in its entirety as follows:

The initial term of this Agreement shall be a period of two (2) years commencing on October 9, 2020 and ending on October 8, 2022, provided however, that the City shall have the right and option to extend the term hereof by up to five (5) two-year periods ("Renewal Term"), upon approval by the City Council of each Renewal Term. If City Council does not approval the renewal, the Agreement shall terminate on October 8, 2022 or the last date of the preceding Renewal Term, whichever is later. This Agreement may be terminated by City as provided herein.


**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.

**QUESTCARE MEDICAL SERVICES, PLLC**

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matt Bush  
Title: EVP

**CITY OF PLANO, TEXAS**

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

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

APPROVED AS TO FORM:

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