

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano and
	§	Plano Independent School District
	§	2019-0692-I
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 **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (hereinafter "PISD").

W I T N E S S E T H:

WHEREAS, City and PISD entered into an Interlocal Agreement on July 30, 2019 (hereinafter "Agreement") for Head Start Program (hereinafter "Program"); and

WHEREAS, City and PISD desire to amend such Agreement to update term language from automatic renewals to continuous renewals 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 I. TERM** is hereby modified to read in its entirety as follows:

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof, unless sooner terminated as provided in **Section V. TERMINATION** herein. This Agreement shall automatically renew each year continuously, on the Effective Date (each a "Renewal Term"), unless sooner terminated as provided in **Section V. TERMINATION** herein.

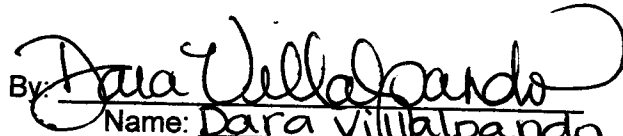
II.

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.

**PLANO INDEPENDENT SCHOOL
DISTRICT**

Date: 8/10/2023

By: 
Name: Dara Villalpando
Title: Head Start Director

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY