

THE STATE OF TEXAS	§	<u>First Modification of Agreement</u>
	§	By and Between City of Plano, Texas and
	§	University of Texas at Austin
	§	2025-0508-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 **UNIVERSITY OF TEXAS AT AUSTIN**, a Texas institution of higher education (hereinafter "UT Austin").

W I T N E S S E T H:

WHEREAS, City and UT Austin entered into an Agreement on October 29, 2025 (hereinafter "Agreement") to provide Human Resources department with the ability to obtain a survey of employee engagement (hereinafter "Services") with total compensation not to exceed sum of \$8,100.00; and

WHEREAS, City and UT Austin desire to amend such Agreement to change the Term and to increase the Consideration / Fees 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 commence on October 29, 2025 (the "Effective Date") and shall continue for a period of one (1) year. This Agreement may be renewed for successive one (1) year terms (each a "Renewal Term") by mutual written agreement of the parties, executed not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

II.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, **section IV. CONSIDERATION / FEES, subsection A.** is hereby modified to read in its entirety as follows:

A. Total annual compensation under this Agreement shall not exceed the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** unless amended in writing by both parties. Plano will pay for the fees pursuant to this Agreement from the current revenues available.

III.

Each party represents and warrants to the other that the execution and delivery of this First Modification and the performance of such party’s obligations hereunder have been duly authorized and that this 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.

UNIVERSITY OF TEXAS AT AUSTIN

Date: 2026-07-14 | 15:37:02 PDT

Signed by:
By: Ebony Robles
Name: Ebony Robles
Title: Associate Director - Business Contracts

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

for Paige Mims, CITY ATTORNEY