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THE STATE OF TEXAS

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First Modification of Interlocal Agreement
By and Between City of Plano, and
Collin County

COUNTY OF COLLIN

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, and **COLLIN COUNTY, TEXAS** (hereinafter "County"), a political subdivision of the State of Texas.

WITNESSETH:

WHEREAS, Plano and County entered into an Interlocal Agreement on October 13, 2016 (hereinafter "Agreement") to establish a partnership in ensuring disaster recovery contingency operations; and

WHEREAS, Plano and County desire to amend such Agreement in certain respects as set forth herein 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 Modification and continuing through the remaining term of the Agreement, **Section 5. Responsibilities and Duties** is hereby amended to add the following subparts to section 5.1:

5.1.1. COUNTY shall be responsible for all costs associated with the construction of the proposed self-contained rack system in CITY's data center, as referenced in section 1.1.1.4 ("Project"). The current Project costs are estimated in the amount of \$307,000.

5.1.2. The Project is limited to the construction of the proposed self-contained rack system within the CITY data center including the overhead electrical bus bars and supplemental transformers, as needed. The Project does not include the cost of IT or computing equipment (e.g., servers, routers, switches and other computer processing hardware) or installation or


software costs, which are to be separately borne by COUNTY.

- 5.1.3. The Project plans will be prepared to construct the Project in accordance with prevailing engineering standards. CITY shall solicit, procure and administer all engineering design services and construction for the Project within the CITY facility and shall have sole responsibility for the construction of the Project. COUNTY concurs to building of the Project by the standards required of the CITY by its ordinances and regulations, and COUNTY will reimburse CITY for the costs associated with said construction as referenced in paragraph 5.1.1.
- 5.1.4. COUNTY agrees that CITY shall at all times have the authority to inspect the Project during the design phase, prior to construction, during its construction, and after the completion of construction. COUNTY further agrees that any contact with any contractor retained by CITY for engineering design or construction services will be made via communicating COUNTY's comments through CITY.
- 5.1.5 COUNTY shall make payment as provided by this Agreement within 30 days of receipt of CITY's written payment request for incurred engineering design services and construction costs related to the Project. Payment shall be made pursuant to the terms of the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

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

CITY OF PLANO, TEXAS

Date: 03/17/12

By: 
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

f.

COLLIN COUNTY, TEXAS

Date:

3/7/17

By:

Keith Self

Keith Self
COUNTY JUDGE

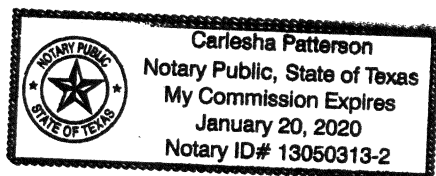
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 17th day of March, 2017 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



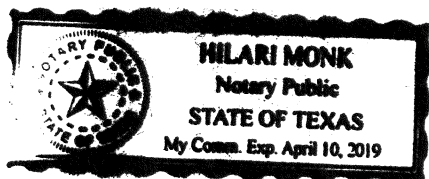
Carlesha Patterson
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 7th day of March, 2017 by **KEITH SELF**, County Judge of **COLLIN COUNTY, TEXAS**, on behalf of said county.



Hilari Monk
Notary Public, State of Texas