

Exhibit A

**AMENDMENT No. 2
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
TEXAS A & M UNIVERSITY - CORPUS CHRISTI
AND
THE CITY OF CORPUS CHRISTI**

WHEREAS, the City entered into a Grant Agreement for Air Quality Planning ("Grant") with the Texas Commission on Environmental Quality ("TCEQ"), Contract No. 582-11-11223 for air quality planning activities in areas considered to be near non-attainment for the ozone standard under the Federal Clean Air Act Amendments of 1990, which activities may include without limitation identifying, inventorying, and modification and quantification of potential pollution reduction through voluntary control, and which activities will be consistent with TCEQ monitoring, inventory and modeling approaches and infrastructure, and conduct air quality planning activities in the Coastal Bend;

WHEREAS, an element in the City's proposal for the Grant was Texas A&M University – Corpus Christi (TAMU-CC) was a continuation of the "Pollution Prevention Partnership and Education Outreach Program";

WHEREAS, TCEQ has provided the City with additional funding, and the City desires to supplement funding for TAMU-CC's "Pollution Prevention Partnership and Education Outreach Program";

WHEREAS, the supplemental funding contract between TCEQ and City provides funding for TAMU-CC's "Pollution Prevention Partnership and Education Outreach Program"; which TCEQ has extended into biennium 2012-2013.

NOW, THEREFORE, the parties agree to the amendment of Section 5. Price and Payment as follows:

Section 5. Price and Payment, Paragraph 1 is revised to read:

As compensation for the performance of the agreement, the City agrees to reimburse TAMU-CC on a cost-reimbursement basis an additional amount of One Hundred Forty Thousand Seven Hundred Fifty Hundred Dollars (\$140,750.00) in a restated amount up to Four Hundred Ten Thousand Seven Hundred Fifty and no/xx dollars (\$410,750.00) ~~Two Hundred Seventy Thousand Dollars (\$270,000.00)~~ for expenses authorized under the Grant as approved by TCEQ. TAMU-CC agrees to expend funds under the budget in accordance with the scope detailed by the Pollution Partnership Work Plan for September 1, 2012 through August 31, 2013 as set forth in Exhibit A-2, which is attached to and incorporated into this agreement by reference.

Section 5. Price and Payment paragraph a. is revised to read:

- a. This agreement is funded exclusively from funds made available to the City by the Grant. The City's obligation is limited by the provisions of the Grant. The City is not liable to make payment to TAMU-CC, if funding is not available from TCEQ through the Grant. Payments may not exceed Four Hundred Ten Thousand Seven Hundred

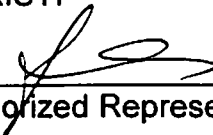
Fifty and no/xx dollars (\$410,750.00) from the date of execution of the original Agreement through August 31, 2013 to August 31, 2011.

All other terms and conditions of the originally authorized December 14, 2010, as amended, between the City and TAMU-CC shall remain in effect.

CITY OF CORPUS CHRISTI

TEXAS A&M UNIVERSITY – CORPUS CHRISTI

By: _____
Oscar Martinez Date
Assistant City Manager

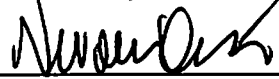
By:  5.22.12
Authorized Representative Date
Dr. Luis Cifuentes
~~Associate Vp Research & Dean Of Graduate Studies~~
Printed Name

ATTEST:

Armando Chapa Date
City Secretary

Title

APPROVED AS TO FORM:



Veronica Ocanas Date
Assistant City Attorney 12-4-12

RECOMMENDED:

Pete Anaya, P.E. Date
Director of Planning and Environmental Services



Work Plan for Rider 8

FY 2012-2013 Funding

Recipient:

Pollution Prevention Partnership–Texas A&M University–Corpus Christi

Task 5: Planning and Outreach

- 5.1** The Performing Party, subcontracting with Texas A&M University–Corpus Christi, Pollution Prevention Partnership, shall establish stakeholder groups or committees that include local governments, businesses, citizens groups, and environmental groups. The purpose of these stakeholder groups shall be (to the extent the Performing Party determines appropriate) to foster community participation in local ozone reduction efforts, review technical work, serve as source of information of ideas in developing local ozone reduction efforts.

This task had been assigned by TCEQ as part of the work plan format for FY 2009-2010 funding cycle. This task will no longer be performed by the Pollution Prevention Partnership in the 2012-2013 funding cycle due to funding cuts.

- 5.2** The Performing Party shall maintain a public web site to facilitate public access to air quality information and the technical or outreach efforts undertaken by the Performing Party. The Performing party shall document traffic on its website by counting the number of times the web site is "hit" each month.

This task had been assigned by TCEQ as part of the work plan format for FY 2009-2010 funding cycle. This task will no longer be performed by the Pollution Prevention Partnership in the 2012-2013 funding cycle due to funding cuts.

- 5.3** The Performing Party (Pollution Prevention Partnership [P3]) shall develop, implement and deliver a Clean Fleet program for the Corpus Christi Air Shed. Mobile source emissions from vehicles are a significant contributor to ozone precursors in Corpus Christi. The Clean Fleet program will measure vehicle emissions from area public and private fleets for hydro carbons and NO_x, coordinate emission reducing repairs to identified polluting fleet vehicles, re-test the emissions of each repaired vehicle, calculate and quantify emissions reductions as a result of repairs, and document the quantified emissions reductions directly related to the Clean Fleet program. Frequency of emissions testing for each fleet will be mileage based. Vehicles driven 20,000 miles per year or less will be tested annually and vehicles driven in excess of 20,000 miles per year will be tested quarterly.

The approximate total of vehicles; both gasoline and diesel, committed to participate in the program thus far with preliminary surveying is 400. Additional public and private fleets will be recruited to participate throughout the term of the program with a total vehicle participation goal for the program of 800 vehicles.

Deliverables:

- Based on funding and fleet owner interest, a minimum of 1 emissions testing site visit each month will be strived for.
- The Regional Transportation Authority has committed to emissions test their diesel buses (30 buses), test new CNG buses as they come into the fleet and provide an emissions comparison of a bus route run with a diesel bus and the same route with a CNG bus. The Regional Transportation Authority has purchased 10 CNG buses and this comparison and database will be developed for each of the 10 buses.
- A report and database will be submitted monthly that includes:
 - a quantification of vehicles solicited to participate in emissions testing,
 - quantification of vehicles successfully recruited to participate in emissions testing,
 - quantification of each vehicle screened for emissions,
 - quantification of NOx and hydrocarbons of each vehicle screened,
 - quantification of polluting vehicles identified,
 - quantification of vehicles repaired,
 - quantification of vehicle emissions read after emission reduction repairs,
 - quantification of emissions reduced as a result of the program.

Deliverable Date: The Performing Party shall document project activity on a monthly basis through the monthly progress reports required in Task 5 of this work plan. Each monthly report will be submitted by the 5th of the month and describe all activities and emissions reductions from the previous month. A final report shall be provided no later than October 1, 2013.

Cost: September 2012 – August 2013 - \$140,750

5.4 The public outreach projects will implement programs that educate the community about air quality, including the impact on air quality of individual choices, recommendations for alternative choices that minimize air quality impact, and ozone action day messages. This task will be accomplished by a continuous community presence of the Pollution Prevention Partnership and its air quality messages via briefings of the media as well as coordination and participation in numerous interviews, community

events, air quality curricula provided to area schools, presentations to community and civic groups, and other public presentation and outreach opportunities.

This task will no longer be performed by the Pollution Prevention Partnership due to funding cuts.

**AMENDMENT No. 2
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
UNIVERSITY OF NORTH TEXAS
AND
THE CITY OF CORPUS CHRISTI**

INTERLOCAL COOPERATION AGREEMENT between University of North Texas ("UNT") and the City of Corpus Christi ("City"),

WHEREAS, the City entered into a Grant Agreement for Air Quality Planning ("Grant") with the Texas Commission on Environmental Quality ("TCEQ"), Contract No. 582-11-11223 for air quality planning activities in areas considered to be near non-attainment for the ozone standard under the Federal Clean Air Act Amendments of 1990, which activities may include without limitation identifying, inventorying, and modification and quantification of potential pollution reduction through voluntary control, and which activities will be consistent with TCEQ monitoring, inventory and modeling approaches and infrastructure, and conduct air quality planning activities in the Coastal Bend;

WHEREAS, an element in the City's proposal for the Grant was UNT's proposed "Corpus Christi Ozone Near Non-Attainment Area Assessment and Planning Study," which study is being prepared by UNT, as a continuation of the City's Regional Air Quality Committee's Air Quality Assessment and Planning Program;

WHEREAS, TCEQ stated that the preferred activity to be funded by the additional would be additional air quality monitoring effort as set forth by UNT's "Corpus Christi Ozone Near Non-Attainment Area Assessment and Planning Study";

WHEREAS, the supplemental funding contract between TCEQ and City provides funding for UNT's "Corpus Christi Ozone Near Non-Attainment Area Assessment and Planning Study," in cooperation with its partners which TCEQ has extended into biennium 2012-2013 and such activities require an amendment to authorize funding and scope modification for the term of September 1, 2012 through August 31, 2013 subject to continuation after August 31, 2013 upon approval of the TCEQ.

NOW, THEREFORE, the parties agree to the amendment of Section 5. Price and Payment as follows:

Section 5. Price and Payment, Paragraph 1 is revised to read:

As compensation for the performance of the agreement, the City agrees to reimburse UNT on a cost-reimbursement basis an additional amount of One Hundred Eighty Four Thousand Seven Hundred and no/xx Dollars (\$184,750.00) in a restated amount up to Five Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$513,750.00) ~~Three Hundred Twenty Nine Thousand Dollars (\$329,000.00)~~ for expenses authorized under the Grant as approved by TCEQ. UNT agrees to expend the additional funds under the budget detailed in Exhibit A-2, Amended Work Plan, which is attached to and incorporated into this agreement by reference.

Section 5. Price and Payment paragraph a is revised to read:

- a. This agreement is funded exclusively from funds made available to the City by the Grant. The City's obligation is limited by the provisions of the Grant. The City is not liable to make payment to UNT, if funding is not available from TCEQ through the Grant. Payments may not exceed Five Hundred Thirteen Thousand Seven Hundred Fifty and no/xx Dollars (\$513,750.00) ~~Three Hundred Twenty Nine Thousand Dollars (\$329,000.00)~~ from the execution of this Agreement through August 31, 2013 ~~to August 31, 2012.~~

All other terms and conditions of the originally authorized December 14, 2010, as amended, between the City and UNT shall remain in effect.

CITY OF CORPUS CHRISTI

UNIVERSITY OF NORTH TEXAS

By: _____
 Oscar Martinez Date
 City Manager

By: Jean Bush 5/31/12
 Jean Bush, Senior Associate Date
 Vice President for Finance

ATTEST:

 Armando Chapa Date
 City Secretary

APPROVED AS TO FORM: The 4th day of June 2012

Veronica Ocanas 6-4-12
 Veronica Ocanas Date
 Assistant City Attorney

 Pete Anaya, P.E. Date
 Director of Planning/Environmental Services

[Signature]

Corpus Christi Ozone Near Non-Attainment Area Air Quality Research Activities (2012-2013)

Proposed by the

College of Engineering

University of North Texas, Denton

Project Coordinator: Dr. Kuruvilla John
Professor
Department of Mechanical and Energy Engineering
and
Associate Dean of Research and Graduate Studies
College of Engineering
University of North Texas, Denton

Project Duration: September 1, 2012 through August 31, 2013

Project Overview:

The Texas Commission on Environmental Quality (TCEQ) is continuing to support the Corpus Christi ozone near nonattainment area air quality research and planning activities through a biennial Rider 8 appropriation to the City of Corpus Christi. The technical activities on this project have been operated out of the University of North Texas (UNT) under the supervision of Dr. Kuruvilla John through an interlocal agreement with the City of Corpus Christi. The project team is comprised of Dr. John's air resources engineering research group at UNT and Ms. Saritha Karnae at Texas A&M University - Kingsville (TAMUK). For continuing the technical research activities under this project for 2012-2013, a research team led by Dr. Kuruvilla John and located jointly at the University of North Texas and Texas A&M University - Kingsville (the team is hereby referred to as the "Performing Party") working in close collaboration with the City of Corpus Christi and the Texas Commission on Environmental Quality hereby submits the following work plan. The work plan is broadly categorized into five major tasks with associated costs broken down by project tasks.

Funding Request:

Task 1.	Ambient air quality monitoring through Aug 2013	\$170,000
Task 2.	Conceptual model update through 2012	\$ 14,750
	Total	\$184,750

Task 1: Ambient Monitoring Projects

- 1.1 The Performing Party will continue to collect and deliver any routine, hourly ambient monitoring data to the TCEQ in Austin (through the LEADS) collected in Phase I. In order to provide accurate, quality assured data for modeling efforts and to track movement of pollutants, the Performing Party will operate the ambient air monitoring sites as listed in *Table 1: Ambient Air Monitoring Sites to be Operated by the Grant Recipient*. The geographical location of the monitoring sites is shown in Figure 1.

The data will be transferred regularly to the TCEQ's Leading Environmental Analysis and Display System (LEADS) data system as specified in Table 1. The Performing Party will operate four of these monitoring sites April 1 until October 31.

Table 1. Ambient air monitoring sites to be operated

LOCATION (ADDRESS)	EQUIPMENT (INSTRUMENTS)	START DATE	END DATE
Holly Road site (CAMS 660) - Water pumping station operated by the City of Corpus Christi located in the growing suburbs of the south side of the City.	Teledyne API 400E ozone analyzer, F460 wind sensors, Coastal environmental Atmospheric Temperature/Relative Humidity (AT/RH) sensor, Zeno 3200 datalogger, and Enfora wireless modem.	September 1, 2012 April 1, 2013	November 1, 2012 August 31, 2013
Aransas Pass site (CAMS 659) - Wastewater treatment plant operated by City of Aransas Pass and in cooperation with the San Patricio Water District. A coastal location to the NE of Corpus Christi.	Teledyne API 400E ozone analyzer, RM young wind sensors, Coastal environmental Atmospheric Temperature/Relative Humidity (AT/RH) sensor, Zeno 3200 datalogger, and Enfora wireless modem.	September 1, 2012 April 1, 2013	November 1, 2012 August 31, 2013
Violet site (CAMS 664) - Pumping station located west of Corpus Christi. Rural location surrounded by open field for several miles.	Teledyne API 400E ozone analyzer, RM young wind sensors, Coastal environmental Atmospheric Temperature/Relative Humidity (AT/RH) sensor, Zeno 3200 datalogger, and Enfora wireless modem.	September 1, 2012 April 1, 2013	November 1, 2012 August 31, 2013
Odem site (CAMS 686) - Pumping station operated by San Patricio Water District. Rural location NW of Corpus Christi.	Teledyne API 400E ozone analyzer, F460 wind sensors, Coastal environmental Atmospheric Temperature/Relative Humidity (AT/RH) sensor, Zeno 3200 datalogger, and Enfora wireless modem.	September 1, 2012 April 1, 2013	November 1, 2012 August 31, 2013

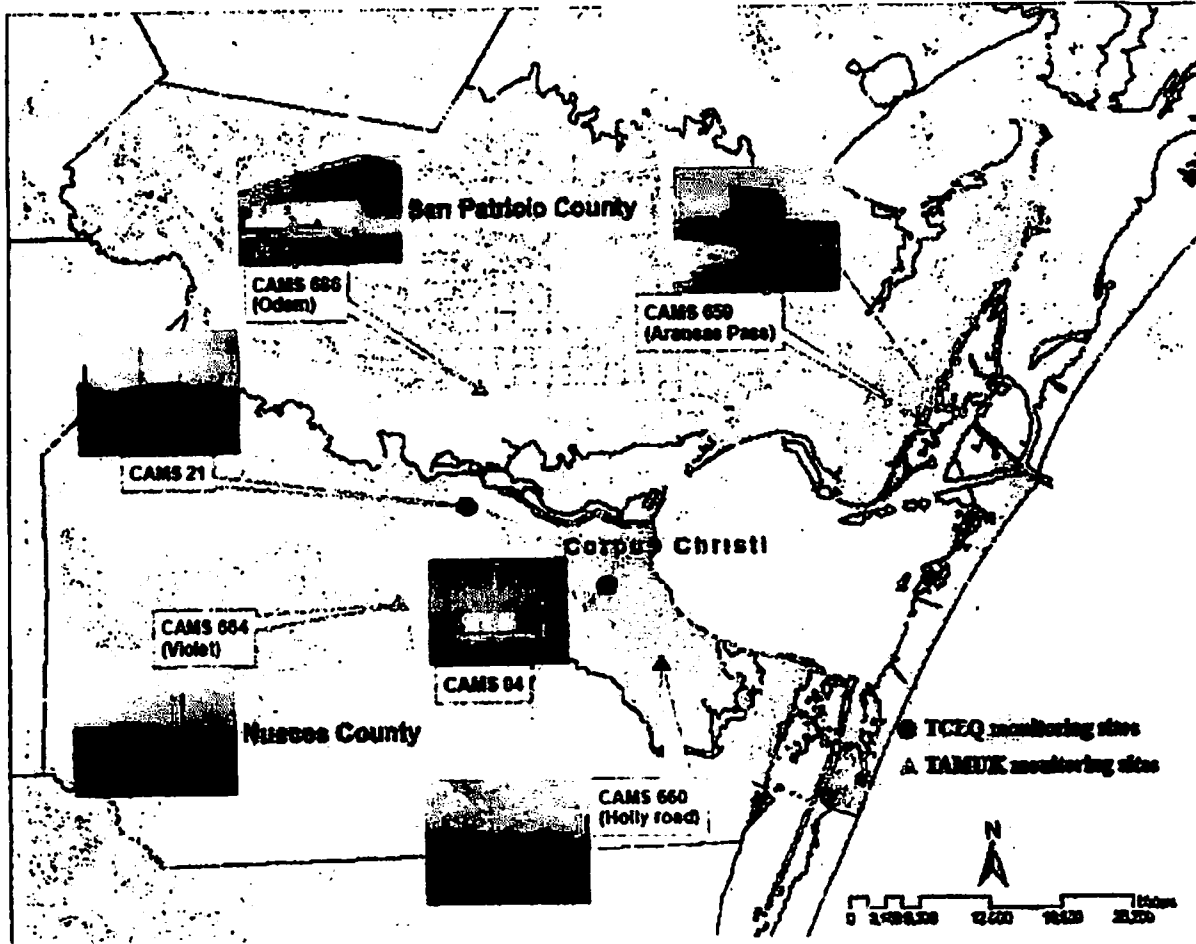


Figure 1. Air monitoring sites in the Corpus Christi urban airshed.

This contractor-owned transfer standard will be calibrated according to TCEQ specifications, policies and procedures in the TCEQ's NAMS/SLAMS Network and U.S. Mexico Border Support Activities Quality Assurance Project Plan for Air Monitoring in Texas. These requirements are based on requirements found in the code of Federal Regulations (CFR) 40, Parts 50, 53, and 58. See URL <http://www.epa.gov/docs/epacfr40/chapt-I.info/subch-C.htm>

- Deliverable:** Ambient monitoring data collected at monitoring sites described in the Phase II work plan delivered to TCEQ's LEADS.
- Deliverable Date:** Continuously between September 1, 2012, and November 1, 2012 and April 1, 2013, and August 31, 2013, or as soon as practical.
- Cost:** \$170,000 (cost includes monitoring equipment upgrade and replacement for one site)

Task 2: Update Conceptual Model through the 2012 Ozone Season

The Performing Party will identify necessary and sufficient conditions for high or exceeding ozone measurements in their program area (defined as the immediate statistical area plus adjacent counties) of the ozone National Ambient Air Quality Standards (NAAQS). The Performing Party's analyses will include any seasonal variations and use data through 2012 to the extent possible. In particular, the Performing Party's conceptual model will include the following analyses:

- Evaluate the wind speeds, directions and time of day associated with high ozone events to determine the local conditions and source alignments most frequently associated with high ozone events.
- Develop 24 hour back trajectories to determine source regions most (and least) likely to affect local area ozone.
- Conduct a weekday/weekend analysis to evaluate the potential effectiveness of reduced levels of local industrial and mobile source activity on their area;
- Evaluate the range and average background ozone concentrations associated with local wind directions;
- Investigate ozone and precursor trends and estimate the annual frequency of high ozone days at varying standard levels (above); and
- Address additional relevant questions listed in Section 11.1.1 of EPA's ozone modeling guidance document, *Guidance on the Use of Models and Other Analyses to Demonstrating Attainment of Air Quality goals for Ozone, PM2.5, and Regional Haze*.

Deliverable: The Performing Party will deliver an updated Conceptual Model containing analysis of monitoring and other data through 2012. The conceptual model will be delivered to the TCEQ in a Microsoft Office Word and Adobe Acrobat Reader (*.pdf) format. Accompanying data and other supporting material will be provided in a mutually agreeable electronic format.

Deliverable Date: April 15, 2013

Cost: \$14,750.00