

**AMENDMENT No. 1
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 requested the City to submit a proposal for 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 Seventy Thousand Dollars (\$70,000.00) in a restated amount up to Two Hundred Seventy Thousand and no/xx dollars (\$270,000.00) ~~Two Hundred Thousand Dollars (\$200,000.00)~~ for expenses authorized under the Grant as approved by TCEQ. TAMU-CC agrees to expend funds under the budget detailed in Attachment C-1, Work Planh, 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 Two Hundred Seventy Thousand and no/xx dollars (\$270,000.00) from the execution of this Agreement August 31, 2012 to August 31, 2014.

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:  3-19-2012
Authorized Representative Date

Luis A. Cifuentes
Printed Name

ATTEST:

Armando Chapa Date
City Secretary

Associate Vice President of Research
Title

APPROVED AS TO FORM:

Veronica Ocanas Date
Assistant City Attorney

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

Exhibit C-1

Pollution Prevention Partnership Work Plan For City of Corpus Christi Purposes

The following is a work plan, budget and time line for the Pollution Prevention Partnership:

Timeline

The funding that the Pollution Prevention Partnership is currently operating out of is funding received from the 2009/2010 legislative session and will be depleted by April of 2012.

Supplemental funding to continue Pollution Prevention Partnership activities through August 31, 2012 is provided by the proposed work plan.

Budget

Funding needed to continue Pollution Prevention Partnership activities through August, 2012 is \$70,000.

Work Plan

The Pollution Prevention Partnership (P3) will develop, implement and deliver a Clean Fleet program for the Corpus Christi air shed. The Clean Fleet program will measure vehicle emissions from area public and private fleets for hydro carbons and NOx, 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.

P3 has received verbal commitments from the public fleets of Nueces County, Corpus Christi Independent School District, Texas Department of Transportation, and the Port of Corpus Christi to participate in the Clean Fleet program. P3 has also received a verbal commitment from the Regional Transportation Authority to emissions test their diesel 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 ten CNG buses and this comparison and database will be developed for each of the 10 buses. Additionally, P3 has received a verbal commitment from an air conditioning/heating company fleet, a delivery service fleet, a plumbing company fleet, and a construction company fleet to participate in 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. A minimum of 1 emissions testing will be performed each month. 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

P3 will provide a report and database each month 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, and a quantification of emissions reduced as a result of the program.

Each monthly report should be SIP defensible due to the vigorous and robust quantification of emissions reductions as a result of the program.

Due to the significant cuts in funding received, general public education and outreach activities and funded vehicle repairs provided by the Pollution Prevention Partnership will no longer take place.

Budget

April 1, 2012 – August 31, 2012

Salaries, Wages and Benefits for Director and Assistant (*)	\$55,855
Indirect charges (*)	13,420
Monthly telephone	300
Fuel for program van	125
Office supplies (printer cartridges, misc.)	100
Calibration gas for emissions sensing system	100
Printing (reports, etc. for fleet partners)	<u>100</u>
Total -	\$70,000

The position of Director requires 100% effort of a full time position. Tasks and deliverables for this position include preparation of work-plans, budgets, monthly reports, final reports, monthly invoices, direction of assistant position in all assistant activities, partner recruiting, and program accountability.

The position of Assistant requires 100% effort of a full time position. Tasks and deliverables for this position include meeting with and recruiting partners, monthly pre and post repair emissions testing of fleets, coordinating repairs of polluting activities, preparation of monthly emissions reductions calculations, preparation of monthly emission reductions reports and databases, and monthly program equipment maintenance and calibration.

Indirect charges are based on wages and salary only and are required by the Texas A&M University system for all University contracts.

Contact Information

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