AMENDMENT NO. 1 TO THE TEXAS A & M UNIVERSITY - CORPUS CHRISTI AND THE CITY OF CORPUS CHRISTI

This amends the Interlocal Cooperation Agreement between the CITY OF CORPUS CHRISTI (City) and the TEXAS A&M UNIVERSITY – CORPUS CHRISTI (TAMU-CC), authorized by the Corpus Christi City Council by Resolution No.032230 on September 29, 2020 ("the Agreement"), incorporated by reference and attached.

WHEREAS, the parties desire to amend the Agreement under authority of Section 15, which provides that the representatives who were authorized to sign this agreement are authorized to execute minor amendments to this agreement, such as changes in deadlines and minor changes in budget and scope of work;

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. AMENDMENT TO SECTION 4. Section 4 of the Agreement is amended as follows:
 - 4. PERIOD OF PERFORMANCE. The program shall be conducted from the execution date of the contract through December 31, 2023.
- 2. AMENDMENT TO SECTION 5. Section 5 of the Agreement is amended as follows:
 - 5. PRICE AND PAYMENT. As compensation for the performance of the agreement, the City agrees to reimburse TAMUCC up to \$571,227.30 for expenses authorized under the Grant.
 - 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 TAMUCC, if funding is not available from TCEQ through the Grant. Payments may not to \$571,227.30 for expenses authorized under the Grant.
- 3. MAXIMUM AUTHORIZED REIMBURSEMENT. The City agrees to increase the Maximum Authorized Reimbursement shown on the Contract Signature Page by an additional \$420,727.72. The original Maximum Authorized Reimbursement, the amount of the increase, and the amended Maximum Authorized Reimbursement are as follows:

Original Maximum Authorized Reimbursement \$150,499.58

Amendment #1 \$420,727.72

Revised Maximum Authorized Reimbursement \$571,227.30

- 3. All other terms and conditions of the Agreement remain unchanged.
- 4. IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative.

TEXAS A&M UNIVERISTY – CORPUS CHRISTI

BY:
Gina Concannon, CRA, Interim Director
Office of Sponsored Research Administration
CITY OF CORPUS CHRISTI
Ву:
Peter Zanoni
City Manager
ATTEST
By:
Rebecca Huerta
City Secretary
APPROVED AS TO LEGAL FORM:
Buck Brice

Assistant City Attorney