

AMENDMENT NO. 1

**COOPERATIVE AGREEMENT
Flood Control: Rehabilitation
East Fork Above Lavon Site 4**

It is mutually understood and agreed by and between the Texas State Soil and Water Conservation Board, called the RECEIVING AGENCY; and City of McKinney, Texas, called the PERFORMING AGENCY; to amend said contract as follows:

DELETE:

IV. Consideration/Price:

- a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY reimbursement for approved work at the rates set herein for labor, material, and/or completion of work. Invoices will be reimbursed at a rate of 65.0% of eligible cost, not to exceed a maximum agreement amount of \$351,000.00. Eligible cost includes construction activities, legal and land rights, and administrative cost. The PERFORMING AGENCY shall successfully complete the services specified in Section II "Scope of Work" in accordance with contract requirements and within the ceiling price and budget as specified.
- b. Project Budget.
 - i. Not more than \$0.00 may be expended for construction activities without prior approval by the RECEIVING AGENCY.
 - ii. Not more than \$26,000.00 may be expended for actual administrative costs incurred and documented by PERFORMING AGENCY.
 - iii. Not more than \$325,000.00 may be expended for actual legal and land rights costs incurred and documented by PERFORMING AGENCY.

INSERT:

IV. Consideration/Price:

- a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY reimbursement for approved work at the rates set herein for labor, material, and/or completion of work. Invoices will be

reimbursed at a **rate of 65.0% of eligible cost, not to exceed a maximum agreement amount of \$4,500,000.00.** Eligible cost includes construction activities, legal and land rights, and administrative cost. The PERFORMING AGENCY shall successfully complete the services specified in Section II "Scope of Work" in accordance with contract requirements and within the ceiling price and budget as specified.

b. Reimbursement to the PERFORMING AGENCY for administrative cost, legal fees and land rights costs shall not exceed the following amounts without prior approval of the RECEIVING AGENCY:

i. Administrative Cost: \$26,000.00

ii. Legal Fees and Land Rights Cost: \$325,000.00

DELETE:

V. Term of Contract:

This contract begins upon execution by both parties and ends June 30, 2018. Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

INSERT:

V. Term of Contract:

This contract begins upon execution by both parties and ends **June 30, 2020.** Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

THIS AMENDMENT shall become effective on the date of approval by both the RECEIVING AGENCY and the PERFORMING AGENCY. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

**Texas State Soil and Water
Conservation Board**

City of McKinney, Texas

By: _____

By: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____