

## Amendment No. 1 to Master Agreement No. UTA19-000382 between the University of Texas at AUstin and the City of Austin

- **1.0** The City of Austin ("City") and the University of Texas at Austin ("University"), collectively the "Parties," entered into Master Agreement No. UTA19-000382, an interlocal agreement established pursuant to Texas Government Code Chapter 791, on October 1, 2020. The Master Agreement is still in effect. However, the Parties agree to amend the Master Agreement as set forth in this Amendment.
- 2.0 Article IV (*Work Orders*) is amended as follows:

## ARTICLE IV WORK ORDERS

The City shall initiate each Project with the University by providing the University with a "Work Order" in the format attached to this Master Agreement as **Exhibit A**. The <u>total</u> compensation under this Master Agreement shall not exceed <u>ten million dollars (\$10,000,000)</u>. one million five hundred thousand dollars (\$1,500,000) per year, and the total compensation under this Master Agreement shall not exceed seven million five hundred thousand dollars (\$7,500,000). The Parties must both agree to and sign a Work Order before commencing a Project described in a Work Order.

Each Work Order shall include, at a minimum:

- (i) Project title and a description of the Projects to be performed, including any deliverables;
- (ii) Identification of relevant City and University Departments, a principal investigator, and points of contact from the City and the University;
- (iii) The cost of the Projects performed, including a detailed Project budget if required;
- (iv) The period of performance of the Work Order;
- (v) Invoicing Instructions;
- (vi) Description of any data to be shared;
- (vii) The University's determination of whether IRB review and approval are required;
- (viii) Special terms and conditions, including reporting requirements; and
- (ix) Any other information required to carry out the Work Order.

The City and the University may collaborate on pursuing federal, state, local, and private grant funding for any project to be covered by a Work Order under this Master Agreement. However, the City's acceptance, commitments, obligations or expenditures toward a grant purpose must be approved in accordance with City Administrative Bulletin 08-04.

Any alterations, variations, modifications, or waivers of provisions of an approved Work Order shall be made in writing executed by the authorized signatories of both Parties to that Work Order. If there is any conflict between the terms of the Master Agreement and a Work Order, the terms of this Master Agreement shall prevail.

**3.0** Article V (*Term and Commencement*) shall be amended as follows:

## ARTICLE V TERM AND COMMENCEMENT

The term of this Master Agreement commences on October 1, 2020 and shall continue in full force and effect <u>until the earlier of through</u> October 1, 2025 <u>or when the total compensation limit under the Master</u> Agreement is reached, unless <u>the Master Agreement is</u> terminated prior to expiration.

**4.0** All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of Master Agreement No. UTA19-000382, effective on the date of last signature.

Signature:

DocuSigned by:

Signature:

Name: Mark Featherston Title: Associate Director – Office of Sponsored Projects The University of Texas at Austin

2022-05-24 | 08:22:30 PDT

Date

Name: Jason Alexander Title: Chief of Staff City of Austin, Texas

May 23, 2022

Date

Approved as to form:

Signature: Holly Heinrich

Name: Holly Heinrich

Title: Assistant City Attorney

Date: May 20, 2022