

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF SEABROOK AND COBB, FENDLEY & ASSOCIATES, INC.
FOR THE HESTER'S GULLY ACQUISITION PROJECT**

§
§
§

This First Amendment ("Amendment") is entered into between the City of Seabrook ("City") and Cobb, Fendley & Associates, Inc. ("CFA") on the date set forth below.

RECITALS

WHEREAS, the City received federal funding (GLO Contract #12-564-000-6858) in order to provide restoration of infrastructure for communities including Seabrook, Texas that were impacted by the 2008 hurricanes; and

WHEREAS, the City and CFA entered into an Agreement ("Agreement") on October 11, 2004 whereby CFA agreed to provide professional engineering services related to the Hester's Gully Acquisition Project (the "Project") and the Agreement is hereby incorporated into this Amendment by reference; and

WHEREAS, as a requirement of receiving federal funding, the City is required to incorporate various provisions into its Agreement with the CFA; and

WHEREAS, the City and CFA wish to amend the Agreement to incorporate the requisite provisions; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

TERMS

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The following provisions are hereby incorporated into this Agreement:

This Agreement is subject to the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding associated with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, (Public Law 110-329), enacted on September 30, 2008; and, the Texas agency administering the Disaster Related program (at this time it is the Texas General Land Office) for disaster recovery under Hurricanes Dolly and Ike in 2008 which are Presidentially-declared major disaster areas under Title IV of Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*); and, the City of Seabrook - Texas General Land Office contract number GLO 12-564-000-6858.

Cost-Plus methodology

Pursuant to federal regulations (24 CFR 85.36(f)(4)), CFA agrees that any and all provisions in the Agreement that addressed a cost-plus methodology are excluded from the Agreement.

Notice of awarding agency requirements and regulations pertaining to reporting

Pursuant to federal regulations (24 CFR §85.36(i)(7)), the CFA agrees to comply with all reporting requirements of the City, its designee, or any state or federal agency associated with the administration of or audit of these federal funds.

Notice of awarding agency requirements and regulations pertaining to patent rights

Pursuant to federal regulations (24 CFR §85.36(i)(8)), CFA agrees that no discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this Agreement shall be exercised by or on behalf of the CFA.

Awarding agency requirements and regulations pertaining to copyrights and rights in data

Pursuant to federal regulations (24 CFR 85.36(i)(9)), the CFA agrees that no reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this Agreement will be the subject of any application for copyright by, or on behalf of the CFA.

Access to records by authorized representative for audit, examination, excerpts, and transcriptions

Pursuant to federal regulations (24 CFR 85.36(i)(10)), the CFA agrees that the City, US Department of Housing and Urban Development, the Comptroller General of the United States, Inspectors General, the Texas General Land Office or any state agency with administrative oversight of the funding program or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CFA which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Notwithstanding the previous statement, all instructions and approval with respect to the work will be given to the CFA only by the City through its authorized representatives or agents. The CFA shall include the substance of this clause in all subcontracts it awards.

Record retention for a period of three years after making final payments

(a) Pursuant to federal regulations (24 CFR 85.36(i)(11)), the CFA agrees that all records in the possession of the CFA pertaining to this Agreement will be retained by the CFA for a period of three (3) years from closeout of the grant by the State.

(b) If any litigation, claim, or audit is started before the expiration of the three (3) year period, the CFA must retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(c) The CFA agrees to extend the retention period upon the request of the City, US Department of Housing and Urban Development, the Comptroller General of the United States, Inspectors General, the Texas General Land Office or any state agency with administrative oversight of the funding program or any of their duly authorized representatives.

Energy Efficiency Standards

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)), CFA shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

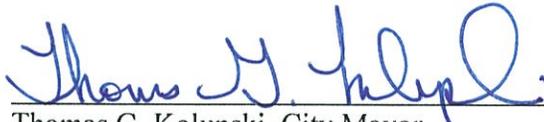
Executed this 26th day of Sept, 2017.

COBB, FENDLEY & ASSOCIATES, INC.



Brad Matlock, Principal

CITY OF SEABROOK



Thomas G. Kolupski, City Mayor

ATTEST:





APPROVED AS TO FORM:



City Attorney