

**AMENDMENT NO. 1
TO THE
INTERAGENCY COOPERATION CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

This Amendment No. 1 is entered into by and between the Texas Facilities Commission (hereinafter referred to as "Owner"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and the Texas Department of State Health Services (Receiving Agency) (hereinafter referred to as "Receiving Agency"), located at 110 West 49th Street, Austin, Texas 78756, to amend the original contract for minor construction services between the parties effective August 30, 2016 (hereinafter referred to as "Contract").

WHEREAS, changed circumstances require mutually desirable alterations in the duration to the Contract; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

- 1. The parties agree to modify ARTICLE III – CONSIDERATON, SECTION 3.02 – ACTUAL COSTS, by deleting the entire paragraph and replacing it with the following:**

"TFC and Receiving Agency agree that payment in advance by Receiving Agency to TFC for services is necessary to effectively and efficiently complete the services, that such payment throughout the term of this Contract would serve a legitimate public purpose, and that the delivery of services may be expedited as a result of advanced payment, as authorized by Section 2155.383 of the Texas Government Code. If actual costs for contracted services provided by third-party contractors for work requested by Receiving Agency will exceed the amount allocated for said service, TFC will provide notice and a revised estimate to Receiving Agency. Prior to exceeding the "maximum contract amount" the parties shall agree to amend this Contract pursuant to Section 8.09 to reimburse for such increased actual costs on a dollar for dollar basis. If actual costs for contracted services by third-party contractors are less than the maximum contract amount, TFC will return any amount that exceeds actual costs to Receiving Agency."

- 2. The parties agree to modify ARTICLE IV – PAYMENT FOR SERVICES, SECTION 4.01 – PAYMENT, by deleting the entire paragraph and replacing it with the following:**

"An Interagency Transaction Voucher or Invoice (ITV) for these services will be prepared by TFC for the full amount of this Contract. Receiving Agency shall reimburse TFC within thirty (30) days from receipt of ITV or invoice for the full amount of this Contract. If payment by Receiving Agency is not received within thirty (30) days, TFC may cancel the Contract without further notice to Receiving Agency, and Receiving Agency shall remain liable for all actual costs incurred by TFC in delivering services under this Contract. TFC shall process all expenditures under this Contract as non-TFC

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Project No. 16-037-6086
2017-049583-001

capital budget expenses in that Receiving Agency shall have processed these expenditures as capital expenditures pursuant to HB 1, 84th Leg., R.S., Art. IX, Sec. 14.03.

Except as expressly amended above, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION



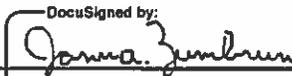
Kay Molina
General Counsel

Date of Execution: 1/20/2017

 Dir.

 D.E.D.

DEPARTMENT OF HEALTH SERVICES

DocuSigned by:


Jenna Zumbrun

Title

Date of Execution: _____