

**FIRST AMENDMENT
TO THE
INTERLOCAL COOPERATION AGREEMENT
FOR
CLIMATE POLLUTION REDUCTION GRANT IMPLEMENTATION
BETWEEN
THE CITY OF AUSTIN
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This First Amendment (this “Amendment”) to the Interlocal Cooperation Agreement is made by and between the City of Austin (“City”), a Texas home-rule city and municipal corporation, and the Capital Metropolitan Transportation Authority (“CapMetro”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (individually referred to as a “Party” and collectively referred to as the “Parties”), upon the premises and for the consideration stated herein.

WHEREAS, the City and CapMetro entered into an Interlocal Cooperation Agreement dated June 2025 (the “Agreement”) for the purpose of specifying the Parties’ obligations and expectations to achieve the goals and deliverables for the United States Environmental Protection Agency’s Climate Pollution Reduction Grants program, which provides nearly \$5 billion in grants to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing greenhouse gas emissions, and other harmful air pollution; and

WHEREAS, the City agreed to reimburse CapMetro for the construction, development, or installation of projects under the Agreement in an amount not to exceed Ten Million Dollars (\$10,000,000), and provided that the Agreement may be amended to adjust the City’s financial obligation if additional opportunities arise; and

WHEREAS, the Parties desire to amend the Agreement to add funding to the City’s financial obligation to reimburse CapMetro under the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED; in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Part 4(a) of the Agreement is amended as follows:

- (a) City will reimburse CapMetro for the construction, development, or installation of Projects under this Agreement in an amount not to exceed ~~Ten~~ FIFTEEN MILLION DOLLARS (~~\$10~~15,000,000) as more specifically described in the amended “Exhibit B-” attached hereto. If additional opportunities arise, the financial obligation of this Agreement may

be amended per amendment terms.

2. Effect of Amendment. Except as expressly provided herein, all other provisions of the Agreement are incorporated into this Amendment, remain unchanged, are in full force and effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment, neither Party waives nor releases any default hereunder.
3. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.
4. Entire Agreement. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations, and negotiations.
5. Effective Date. This Amendment will be effective on the date of the last Party to sign.
6. Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying Party.
7. Incorporation. The recitals set forth above and the attached exhibit are incorporated herein.
8. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

(Signature Page Follows)

IN WITNESS WHEREOF, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

CITY OF AUSTIN, TEXAS

By: _____
Michael Rogers, Assistant City Manager

Date: _____

Approved as to form:

Angela C. Rodriguez
Assistant City Attorney

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Dottie Watkins, President & CEO

Date: _____

Approved as to form:

Associate Counsel