

**FIRST AMENDMENT  
to the  
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This First Amendment to the 2022 Agreement between the **CITY OF COLUMBIA** (“CITY”), and **The Curators of the University of Missouri, on behalf of the MU Institute for Public Policy**, (hereinafter “MU IPP”) is made as of the date of the last signatory noted below.

**RECITALS**

- A. WHEREAS, on January 4, 2022, CITY and MU IPP entered into an Agreement (“2022 Agreement”) for professional data consultation, analysis and data representation services related to the Boone Indicators Dashboard; and
- B. WHEREAS, the Parties hereto desire to formally amend the 2022 Agreement with this First Amendment (hereinafter “First Amendment”) and desire to be bound by the terms contained in the 2022 Agreement as amended or supplemented by those terms contained in this First Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2022 Agreement, as follows:

- 1. Section 1 of the 2022 Agreement shall be removed and replaced with the following:

“1. PURCHASE: MU IPP agrees to furnish and City agrees to purchase the professional services outlined in the Scope of Work as Exhibit A to this agreement.

The total allowable compensation for the Program Services under this agreement shall not exceed \$13,250 for the initial term.

The total allowable compensation for the Program Services under this agreement shall not exceed \$13,900 for the first renewal term.

Thereafter, for each renewal term, MU IPP shall provide written notice to City of any price increases. Subject to the appropriation of funds, the City’s Purchasing Agent may agree to a price increase, provided that MU IPP shall charge the City the same price that MU IPP charges the Heart of Missouri United Way and Boone County for the Program Services.”

2. Section 3 of the 2022 Agreement shall be removed and replaced as follows:  
“3. PAYMENT: MU IPP shall invoice City for six months of Services. MU IPP shall invoice fifty percent of the annual amount due and City shall make payment within thirty days following the invoice. Should the City prepay for any Program Services and the Agreement be terminated prior to the end of a full six month period, the amount due and invoiced shall be prorated so that payment will only be due for the period in which Program Services are provided.”
3. The following section 19 shall be added to the 2022 Agreement.  
“19. Nature of City’s Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.”
4. All other terms of the 2022 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to the 2022 Agreement, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

*rw*

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw

**The Curators of the University of Missouri,  
on behalf of the MU Institute for Public  
Policy**

By: *Hannah Clappitt*  
Name and Title: Hannah Clappitt, Authorized Signer, Grants & Contract  
2-27-2023  
Date

ATTEST:

By: *Brenda Leuenberger*  
Brenda Leuenberger  
Authorized Signer, Grants & Contracts  
Name and Title