FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This **First Amendment to the Memorandum of Understanding** (the "First Amendment") is entered into as of this ___ day of November, 2026, by and between **The STEM Alliance** ("TSA"), having an office at 141 Halstead Avenue, Suite 200, Mamaroneck, NY 10543, and the **Village of Mamaroneck** ("VOM" or the "Village"), a municipal corporation of the State of New York having its principal office at 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Memorandum of Understanding executed on May 5, 2026 (the "Original MOU"), establishing the framework under which TSA operates and manages programming at the Marine Education Center ("MEC") located at Harbor Island Park, Mamaroneck, New York; and

WHEREAS, under the "Financial Contribution" section of the Original MOU, the Village agreed to provide TSA with an initial net operating allocation of $53,500.00, while contemplating that said allocation may increase if additional funding becomes available; and

WHEREAS, the initial $53,500.00 allocation has been disbursed in five (5) monthly installments of $10,700.00 for the months of June 2026 through October 2026; and

WHEREAS, the Parties desire to provide for the continuation of monthly operating payments in the amount of $10,700.00 per month through December 31, 2026, funded from existing unencumbered appropriations within the Village's Marine Education Center budget (Account No. A.7146.0110); and

WHEREAS, pursuant to the "Modification" provision of the Original MOU, any changes to the Original MOU must be made in writing and signed by both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Amendment to Financial Contribution

The section titled "Financial Contribution" under "Village of Mamaroneck Role" on Page 2 of the Original MOU is hereby amended by adding the following provision to the end of the first bullet point:

- **Additional 2026 Operating Allocation (November – December 2026):** In addition to the initial $53,500.00 allocation disbursed in monthly installments of $10,700.00 from June 2026 through October 2026, the Village shall disburse two (2) additional monthly payments of **$10,700.00** each for the months of **November 2026** and **December 2026** (totaling **$21,400.00**). Such payments shall bring the total authorized municipal operating allocation through December 31, 2026 to **$74,900.00**, as shown below:
    - **June 2026:** $10,700.00
    - **July 2026:** $10,700.00
    - **August 2026:** $10,700.00
    - **September 2026:** $10,700.00
    - **October 2026:** $10,700.00
    - **November 2026:** $10,700.00
    - **December 2026:** $10,700.00

2. Ratification of Remaining Terms

Except as expressly modified and supplemented by this First Amendment, all other terms, provisions, responsibilities, and conditions of the May 5, 2026 Original MOU shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Original MOU and this First Amendment, the terms of this First Amendment shall control.

3. Governing Law

This First Amendment shall be governed by and interpreted according to the laws of the State of New York.

4. Counterparts and Electronic Signatures

This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Memorandum of Understanding as of the dates set forth below.

FOR THE STEM ALLIANCE:

By: 

Name: Margaret Käufer

Title: President / Chief Visionary Officer
Date: 3 November 2026

FOR THE VILLAGE OF MAMARONECK:

By: _____
Name: Kathleen Gill
Title: Village Manager
Date: _____