



CONTRACT AMENDMENT NO. 5

**The City of Austin
And
The Austin Travis County
Mental Health Mental Retardation Center**

RECITALS

The City of Austin, a home-rule municipal corporation situated in Hays, Travis, and Williamson counties (the "City") designated funds from the 2006-2007 Approved Operating Budget of the Downtown Austin Community Court, General Fund for the provision of a joint project involving the City and the Austin Travis County Mental Health Mental Retardation Center (the "Center") to offer certain criminal justice offenders substance abuse and mental health services as an alternative to jail.

On June 8, 2006, the City Council approved a 12-month "Interlocal Cooperation Agreement" between the City and the Center (the "Agreement") with an original contract amount of \$373,042 and effective dates from August 1, 2006 until September 30, 2007. The Agreement is attached hereto as Attachment A. The original work statement is attached here to as page 12 to Attachment A and remains in full force and effect and applies to this Amendment No. 5.

During Fiscal Year 2008-2009, the parties renewed the Agreement with a total contract budgeted amount not to exceed \$423,040.

The parties desire to exercise a renewal of the Agreement effective dates from October 1, 2009 until September 30, 2010 with a total contract budgeted amount not to exceed \$358,580.00 for the Fiscal Year 2009-2010.

The sections contained herein correspond to the original Agreement and Amendment No. 4 and only change, replace, or add those provisions set forth below.

(Terms begin on page 2)

2.0 TERMS

- 2.1 Amendment No. 5 Term. The term of this Amendment No. 5 shall be from October 1, 2009 through September 30, 2010.

3.0 CITY RESPONSIBILITIES

3.1 Maximum Funds

- 3.1.1 Term Amount. In consideration of full and satisfactory performance of the services and activities to be performed by the Center under the terms of the Agreement, the City shall provide funds in an amount not to exceed \$358,580.00 for this Amendment No. 5 Term.

3.2 Payment for Services

- 3.2.2 The City shall make payments for services provided under this Agreement from its current revenue funds. The maximum liability to the City for work performed by Center under this Amendment No. 5 to the Agreement shall not exceed \$358,580.00 for this Amendment No. 5 Term.

10.0 ENTIRE AGREEMENT

- 10.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Center in accordance with all of the provisions of the Agreement and this Amendment No. 5.

Attachment 1: Amendment No. 4 with Attachments

Attachment 2: Project Recovery Budget for Fiscal Year 2009-2010.

11.0 NOTICES

11.2 City Address.

Marc Ott, City Manager
City of Austin
P.O. Box 1055
Austin, Texas 78767

Pete Valdez, Acting Court Administrator
Downtown Austin Community Court
P.O. Box 1088
Austin, Texas 78767

16.0 EFFECTIVE DATE

This Amendment No. 5 will be executed in duplicate originals and effective October 1, 2009.

All terms and conditions of the above referenced Agreement as originally executed shall remain in full force and effect except to the extent that they conflict with this Amendment No. 5.

BY THE SIGNATURES affixed below, this Amendment No. 5 is hereby incorporated into, and made a part of, the above referenced Agreement.

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER**

Date: _____

By: _____

Executive Director

CITY OF AUSTIN

Date: _____

By: _____

Marc Ott
City Manager