

Annual AIMS Update No. 10
to
Contract No. 8600 NI110000025
for
Interlocal for Congregate Meals
Between
CAPCOG
(Capital Area Council of Governments
and the
City of Austin, Texas

1.0 The City hereby exercises an administrative increase in the amount of \$37,517.96 to add the Asian American Resource Center to the Congregate Meal Program to the contract for a total revised contract amount of \$2,587,517.96.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Base: 04/01/2011 - 09/30/2011	\$145,000.00	\$145,000.00
Annual AIMS Update, No. 1, Year 1: 10/01 /2011 - 09/30/2012	\$182,000.00	\$327,000.00
Annual AIMS Update, No. 2, Year 2: 10/01/2012 - 09/30/2013	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3, Year 3: "Year 2: Increase funding by \$104,000.00	\$104,000.00	\$795,000.00
"Year 3: Extend Contract 10/01/2013 to 09/30/2014 and add funding	\$182,000.00	Ψ700,000.00
Annual AIMS Update, No. 4, Year 4: 10/01/2014- 09/30/2015	\$292,500.00	\$1,087,500.00
Annual AIMS Update, No. 5, Year 5: 10/01/2015 - 09/30/2016	\$292,500.00	\$1,380,000.00
Annual AIMS Update, No. 6, Year 6: 10/01/2016 - 09/30/2017	\$292,500.00	\$1,672,500.00
Annual AIMS Update, No. 7, Year 7: 10/01 /2017 - 09/30/2018	\$292,500.00	\$1,965,000.00
Annual AIMS Update, No. 8, Year 8: 10/01/2018 - 09/30/2019	\$292,500.00	\$2,257,500.00
Annual AIMS Update, No. 9, Year 9: 10/01/2019 - 09/30/2020	\$292,500.00	\$2,550,000.00
Annual AIMS Update No. 10 Administrative Increase: \$37,517.96 Add Asian American Resource Center to the Congregate Meal Program	\$37,517.96	\$2,587,517.96

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature and Date:

Linell Goodin-Brown, Procurement Supervisor

Linell Goodin-Brown

Date: 3/18/2020

City of Austin
Purchasing Office
124 W 8th Street, Ste 310
Austin, Texas 78701



Annual AIMS Update No. 9 To Contract No. NI110000025 For Interlocal for Congregate Meals Between CAPCOG (Capital Area Council of Governments) and the City of Austin

- 1.0 Contract is funded for Year 9, effective October 1, 2019 through September 30, 2020, in the amount of \$292,500.00.
- 2.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount	
Base: 04/01/2011 09/30/2011	\$145,000.00	\$145,000.00	
Annual AIMS Update, No. 1, Year 1: 10/01/2011 - 09/30/2012	\$182,000.00	\$327,000.00	
Annual AIMS Update, No. 2, Year 2: 10/01/2012 – 09/30/2013	\$182,000.00	\$509,000.00	
Annual AIMS Update, No. 3, Year 3: "Year 2: Increase funding by \$104,000.00 "Year 3: Extend Contract 10/01/2013 to 09/30/2014, and add funding:	\$104,000.00 \$182,000.00	\$795,000.00	
Annual AIMS Update, No. 4, Year 4: 10/01/2014 – 09/30/2015	\$292,500.00	\$1,087,500.00	
Annual AłMS Update, No. 5, Year 5: 10/01/2015 – 09/30/2016	\$292,500.00	\$1,380,000.00	
Annual AIMS Update, No. 6, Year 6: 10/01/2016 – 09/30/2017	\$292,500.00	\$1,672,500.00	
Annual AIMS Update, No. 7, Year 7: 10/01/2017 – 09/30/2018	\$292,500.00	\$1,965,000.00	
Annual AIMS Update, No. 8, Year 8: 10/01/2018 09/30/2019	\$292,500.00	\$2,257,500.00	
Annual AIMS Update, No. 9, Year 9: 10/01/2019 – 09/30/2020	\$292,500.00	\$2,550,000.00	

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Procurement Manager

City of Austin Purchasing Office 124 West 8th Street, Suite 310

Austin, Texas 78701



Annual AIMS Update No.8 for Contract No. NI110000025 for Interlocal for Congregate Meals between **CAPCOG** and the City of Austin

- Contract is funded for Year 8, effective October 1, 2018 through September 30, 2019, in the amount of 1.0 \$292,500.
- 2.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 - 9/30/11	\$145,000.00	\$145,000.00
Annual AIMS Update, No. 1, Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00
Annual AIMS Update No. 2, Year 2:		
10/1/12 – 9/30/13	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3		
Year 2: Increase funding by:	\$104,000.00	
 Year 3: Extend Contract 10/1/13 to 9/30/14, and add funding: 	\$182,000.00	\$795,000.00
Annual AIMS Update No. 4, Year 4: 10/1/14 – 9/30/15	\$292,500.00	\$1,087,500.00
Annual AIMS Update No. 5, Year 5: 10/1/15– 9/30/16	\$292,500.00	\$1,380,000.00
Annual AIMS Update No. 6, Year 6: 10/1/16– 9/30/17	\$292,500.00	\$1,672,500.00
Annual AIMS Update No. 7, Year 7: 10/1/17– 9/30/18	\$292,500.00	\$1,965,000.00
Annual AIMS Update No. 8, Year 8: 10/1/18– 9/30/19	\$292,500.00	\$2,257,500.00

- MBE/WBE goals were not established for this contract.
- All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Contract Update is approved by the applicable City Staff.

Claudia Rodriquez, Procurement Specialist IV

City of Austin Purchasing Office



Annual AIMS Update No. 7
for
Contract No. NI110000025
for
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 Contract is funded for Year 7, effective October 1, 2017 through September 30, 2018, in the amount of \$292,500.
- 2.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 – 9/30/11	\$145,000.00	\$145,000.00
Annual AIMS Update, No. 1, Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00
Annual AIMS Update No. 2, Year 2:		
10/1/12 – 9/30/13	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3		
Year 2: Increase funding by:	\$104,000.00	
 Year 3: Extend Contract 10/1/13 to 9/30/14, and add funding: 	\$182,000.00	\$795,000.00
Annual AIMS Update No. 4, Year 4:		=
10/1/14 – 9/30/15	\$292,500.00	\$1,087,500.00
Annual AIMS Update No. 5, Year 5: 10/1/15- 9/30/16	\$292,500.00	\$1,380,000.00
Annual AIMS Update No. 6, Year 6: 10/1/16- 9/30/17	\$292,500.00	\$1,672,500.00
Annual AIMS Update No. 7, Year 7: 10/1/17- 9/30/18	\$292,500.00	\$1,965,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Contract Update is approved by the applicable City Staff.

Signature:

Linell Goodin-Brown, Contract Management Supervisor II

City of Austin Purchasing Office



Annual AIMS Update No. 6
for
Contract No. NI110000025
for
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 Contract is funded for Year 5, effective October 1, 2016 through September 30, 2017, in the amount of \$292,500.
- 2.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 – 9/30/11	\$145,000.00	\$145,000.00
Annual AIMS Update, No. 1, Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00
Annual AIMS Update No. 2, Year 2: 10/1/12 – 9/30/13	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3		
Year 2: Increase funding by:	\$104,000.00	
 Year 3: Extend Contract 10/1/13 to 9/30/14, and add funding: 	\$182,000.00	\$795,000.00
Annual AIMS Update No. 4, Year 4: 10/1/14 - 9/30/15	\$292,500.00	\$1,087,500.00
Annual AIMS Update No. 5, Year 5: 10/1/15-9/30/16	\$292,500.00	\$1,380,000.00
Annual AIMS Update No. 6, Year 6: 10/1/16–9/30/17	\$292,500.00	\$1,672,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Contract Update is approved by the applicable City Staff.

Signed:

Date:

Linell Goodin-Brown, Contract Compliance Supervisor

City of Austin Purchasing Office



Annual AIMS Update No. 4
for
Contract No. NI110000025
for
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 Contract is funded for Year 4, effective October 1, 2014 through September 30, 2015, in the amount of \$292,500.
- 2.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 – 9/30/11	\$145,000.00	\$145,000.00
Annual AIMS Update, No. 1, Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00
Annual AIMS Update No. 2, Year 2:		
10/1/12 – 9/30/13	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3		
Year 2: Increase funding by:	\$104,000.00	
 Year 3: Extend Contract 10/1/13 to 9/30/14, and add funding: 	\$182,000.00	\$795,000.00
Annual AIMS Update No. 4, Year 4: 10/1/14 - 9/30/15	\$292,500.00	\$1,087,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Contract Update is approved by the applicable City Staff.

Signed:	Delahai	201	arms	update	only
Date:	9/15/14				



Annual AIMS Update, No. 1607
Contract No. NI110000025
for the
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 Funding for Year 2 is increased by \$104,000 per RCA (see attached) for a revised Year 2, annual total of \$286,000.
- 2.0 Contract is funded for Year 3, effective October 1, 2013 through September 30, 2014, in the amount of \$182,000.
- 3.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 - 9/30/11	\$145,000.00	\$145,000.00
Annual AIMS Update, No.1, Year 1:		
10/1/11 - 9/30/12	\$182,000.00	\$327,000.00
Annual AIMS Update, No. 2 Year 2:		
10/1/12 - 9/30/13	\$182,000.00	\$509,000.00
Annual AIMS Update, No. 3		
Year 2: Increase funding by:	\$104,000.00	
Year 3: Extend Contract 10/1/13 to 9/30/14, and add funding:	\$182,000.00	\$795,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Contract Update is approved by the applicable City Staff..

Signed:	The second secon
9/18/13	
Date:	

Annual AIMS Update No. 2



-Amendment No. 2

of
Contract No. NI110000025
for
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2012 the term for the extension option will be October 1, 2012 to September 30, 2013.
- 2.0 The total contract amount is increased by \$182,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 – 9/30/11	\$145,000.00	\$145,000.00
Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00
Year 2:		
10/1/12 – 9/30/13	\$182,000.00	\$509,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

9/1/12

Signature & Date:

Debbie DePaul, Contract Compliance Supervisor

City of Austin Purchasing Office



Amendment No for
Contract No. NI110000025
for the
Interlocal for Congregate Meals
between
CAPCOG
and the
City of Austin

- 1.0 The above referenced Contract is amended as follows:
 - 1.1 Funding is increased by \$76,500 annually for increased funding to existing locations, effective October 1, 2013 and annually thereafter.
 - 1.2 Funding is increased by \$34,000 for the addition of Dove Springs Recreation Center, effective October 1, 2013 and annually thereafter. An amended Exhibit A reflecting the additions described in this 1.2 and 1.1 above is attached.
 - 1.3 Delete the Acknowledgements, Obligations, and Payments Section in its entirety and replace with the following:

Acknowledgements, Obligations, and Payments

- 1. Acknowledgements:
 - A. City acknowledges that CAPCOG, Capital Area Council of Government, currently subcontracts with Meals on Wheels for delivery of congregate meals.
- 2. Obligations:
 - A. CAPCOG agrees to provide delivery of congregate meals at a minimum of seven (7) locations as outlined in Exhibit A, Monday through Friday, and an eighth (8th) location for the period beginning October 1, 2013 and subsequent years.
 - B. CAPCOG agrees to deliver not to exceed 21,500 meals per quarter during each optional one-year renewal effective October 1, 2012.
 - C. CAPCOG agrees to provide the City with notice of any change to CAPCOG's contract with Meals on Wheels.
- Payment:
 - A. City agrees to pay CAPCOG an amount not to exceed \$145,000 for the initial term of this agreement (April 1, 2011 September 30, 2011).
 - B. Effective October 1, 2013, and in accordance with 1.1 and 1.2 of this Amendment No. 1, the City's total annual payment to CAPCOG will be \$292,500, until the City Council directs otherwise.

- C. CAPCOG agrees to invoice the City monthly within 15 days of the end of the month beginning on October 1, 2013. Invoices shall include documentation from Meals on Wheels attesting to the number of meals served during the month being invoiced.
- D. City agrees to pay undisputed invoices in full within 30 days of receipt.

2.0	All other	terms and	conditions	remain	the same
2.0		terris and	CONTRIBUTION	I CITICILI	uic same

BY THE SIGNATURE(S) affixed below, this Amendment is approved by the applicable City Staff.

Capital Area Coghcil of Governments:

Betty Voights

Executive Director

Date: __

City of Austin:

Marc A Ott

City Manager

Date:

APPROVED AS TO FORM:

Deborah Thomas

Assistant City Attorney

Annual AIMS Update No. 1



Amendment No. 1

Contract No. NI110000025 for Interlocal for Congregate Meals between **CAPCOG** and the City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2011 the term for the extension option will be October 1, 2011 to September 30, 2012.
- 2.0 The total contract amount is increased by \$182,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic:		
4/1/11 - 9/30/11	\$145,000.00	\$145,000.00
Year 1:		
10/1/11 – 9/30/12	\$182,000.00	\$327,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the abovereferenced contract.

Signature & Date: Unthia Land 9/27///
Cynthia Gonzales, Contract Compliance Manager Corporate

City of Austin **Purchasing Office**

cc: Cruz Banda, Buyer II City of Austin Purchasing Office



September 6, 2011

Capital Area Council of Governments 6800 Burleson Rd. Bldg. 310 STE .165 Austin, Texas 78744

The City has awarded a contract to your council for the DELIVERY OF CONGREGATE MEALS for the City of Austin, Parks and Recreation Department, in accordance with the referenced documents.

Responsible Department:	PARD	
Department Contact Person:	Michelle Walker	
Department Contact Email Address:	Michelle.walker@austintexas.gov	
Department Contact Telephone:	512-974-6709	
Project Name:	Interlocal for Congregate Meals	
Contractor Name:	CAPCOG	
Contract Number:	MA – 8600-NI110000025	
Contract Period:	April 1, 2011 through September 30, 2011	
Contract Amount:	\$145,000.00	
Extension Options:	1 additional option	
Extension Amount Per Option:	\$182,000.00	
Requisition Number:	RQM 8600-11090600564	
Solicitation Number:	Interlocal	
Agenda Item Number:	No.11	
Council Approval Date:	March 3, 2011	

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Cruz Banda, Buyer II Purchasing Office

Finance and Administrative Service Department

cc:

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

CITY OF AUSTIN AND THE CAPITAL AREA COUNCIL OF GOVERNMENTS

RECITALS

This agreement ("Agreement") is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement is in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.

Recognizing the importance of providing and delivering meals and benefits to the elderly, the City of Austin and the Capital Area Council of Governments (the "Parties") hereby agree to enter into this Agreement as follows:

Term & Funding

The initial term of this Agreement is from <u>April 1, 2011</u> to <u>September 30, 2011</u>. Following this initial term, the Agreement shall automatically renew for a one year period each October 1st (the "Renewal Date"). This Agreement may be terminated by either Party by giving written notice to the other party with sixty (60) days' notice, except as outlined in the paragraph below regarding funding.

It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void immediately and such party shall promptly give notice to the other parties of the non-appropriation of funds.

Acknowledgements, Obligations, and Payment

- 1. Acknowledgements
 - A. City acknowledges that CAPCOG currently subcontracts with Meals on Wheels for delivery of congregate meals.
- 2. Obligations
 - A. CAPCOG agrees to provide delivery of congregate meals at a minimum of seven (7) locations as outlined in Exhibit A, Monday through Friday.
 - B. CAPCOG agrees to deliver not to exceed 15,500 meals per quarter (31,000 total) during the initial term of this agreement (April 1, 2011 September 30, 2011).
 - C. CAPCOG agrees to deliver not to exceed 15,500 meals per quarter during each optional one-year renewal (62,000 total).
 - D. CAPCOG agrees to provide the City with notice of any change to CAPCOG's contract with Meals on Wheels.
- 3. Payment
 - A. City agrees to pay CAPCOG an amount not to exceed \$145,000 for the initial term of this agreement (April 1, 2011 September 30, 2011).
 - B. City agrees to pay CAPCOG an amount not to exceed \$182,000 for each optional one-year renewal.
 - C. CAPCOG agrees to invoice the City for each quarter within 15 days of the end of the quarter. Invoices shall include documentation from Meals on Wheels attesting to the number of meals served during the quarter being invoiced. The invoice schedule for each quarter in the initial six month term will be:

Quarter:	Invoice Period:
April 1 – June 30, 2011	July 1 – July 15, 2011
July 1 – Sept. 30, 2011	Sept. 1 – Sept. 15, 2011

The invoice schedule for each quarter in each optional one year renewal will be:

Quarter:	Invoice Period:
October 1 – Dec. 31	Jan. 1 – Jan. 15
January 1 – March 31	April 1 – April 15
April 1 – June 30	July 1 – July 15
July 31 – Sept. 30	Oct. $1 - Oct. 15$

D. City agrees to pay undisputed invoices in full within 30 days of receipt. The payment schedule for each quarter in the initial six month term will be:

Quarter:	Payment:
April 1 – June 30, 2011	Not to exceed \$72,500
July 1 – Sept. 30, 2011	Not to exceed \$72,500

The payment schedule for each quarter in each optional one year renewal will be:

Payment:
Not to exceed \$45,500

Termination

Notice of any claims of material breach, including the non-compliance of CAPCOG to fulfill its deliverables as have been outlined above or due to financial circumstances and the intent to terminate this Agreement because of that breach, shall be given in writing to the other party, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable.

The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the contract for breach or either party may invoke the dispute resolution process.

When authorized by this article, a party terminates this contract by notifying the other party of the termination date, which may be no earlier than 15 calendar days after the notice date. Termination for breach under this article does not waive either party's claim for damages resulting from the breach.

Notices & Invoices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) business days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

The Parties designate the following persons for receipt of notice:

If to CAPCOG:

CAPCOG

Attention: Betty Voights, Executive Director

6800 Burleson Road Building 130, Suite 165 Austin, TX 78744

If to City of Austin:

City of Austin

Sara Hensley, Director, Parks and Recreation Dept.

Attention: Kimberly McNeeley

200 S. Lamar

Austin, TX 78704

Phone Number: 512-974-9490

The Parties designate the following persons for receipt of invoices:

If to CAPCOG:

CAPCOG

Attention: Glenda Rogers, Director, Aging Services

6800 Burleson Road Building 130, Suite 165 Austin, TX 78744

If to City of Austin:

City of Austin

Sara Hensley, Director, Parks and Recreation Dept.

Attention: Kimberly McNeeley

200 S. Lamar Austin, TX 78704

Phone Number: 512-974-9490

The Parties may change the person designated for receipt of notice or invoice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service or invoices and identifying his/her name, title, address for notice and phone number.

Miscellaneous

<u>Complete Agreement.</u> This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

Amendment in Writing. This Agreement may be modified only by a writing duly executed by each of the Parties. Amendments must be proposed in writing no less than 30 days prior to the requested date change and responded to within 15 days of receipt. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED

By:	Durnin	Date: 4-14-11
·	BETTY VOIGHTS	
	EXECUTIVE DIRECTOR	

CITY OF AUSTIN

MARC A. OTT

CAPITAL AREA COUNCIL OF GOVNERMENTS

Date: 5/7 ///

MARC A. OTT CITY MANAGER

Exhibit A

City of Austin, Parks and Recreation Department Community Centers for Delivery of Meals contracted by CAPCOG

Location & Address

1. Conley-Guerrero Senior Activity Center

808 Nile St. Austin, TX 78702 (512) 478-7695

2. South Austin Senior Activity Center

3911 Manchaca Rd. Austin, TX, 78704 (512) 448-0787

3. Gus Garcia Recreation Center

1201 E. Rundberg Ln. Austin, TX 78753 (512) 339-0016

4. St. John Community Center/Brown Recreation Center

7500 Blessing Ave. Austin, TX 78752 Phone: (512) 974-7865

5. Metz Recreation Center

2407 Canterbury St. Austin, TX 78702 Phone: (512) 478-8716

6. Alamo Recreation Center

2100 Alamo St. Austin, TX 78722 Phone: (512) 974-5680

7. SOUTH AUSTIN RECREATION CENTER

1100 Cumberland Rd. Austin, TX 78704 Phone: (512) 444-6601

ALTHAN ALL IS COME TO THE TO SEA OF A S