

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN**  
**FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM**

This Amendment of Interlocal ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas ("City").

**II. RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose; and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, CH. 121, CH. 122, and other statutes); and to provide services to youth in need of protection and care (TEX. FAMILY CODE ANN., Section 264.006); and provision of those services constitutes a public purpose.

County and City entered into an Interlocal Cooperation Agreement ("Agreement") pursuant to "The Interlocal Cooperation Act," Chapter 791, TEX. GOV'T. CODE, to provide services in the form of summer employment opportunities and related services to certain eligible youth in Travis County, the provision of which constitutes a public purpose, with the Initial Term of the Agreement commencing on June 1, 2012, and expiring on August 31, 2013 ("Initial Term").

The Agreement provided for amendment of the agreement by the written agreement of the parties.

The Agreement was previously amended to extend the Agreement for an additional term beginning September 1, 2013, and continuing through August 31, 2014 ("2013 Renewal Term"), and to make certain changes in the Agreement.

The Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to amend the Agreement as follows:

**1.0 AGREEMENT TERM**

1.01 **Amended Agreement Term.** The Parties agree to amend the Agreement to change the termination date for the 2013 Renewal Term from August 31, 2014, to September 30, 2014, ("Amended 2013 Renewal Term").

1.02 **Amendment Term.** The Parties agree that this Amendment reflects changes in the Agreement as to the Amended 2013 Renewal Term as set forth in this Amendment.

1.03 **Effective Date.** The Parties agree that the effective date of this Amendment is May 1, 2014, upon execution of this Amendment by both Parties.

**2.0 MAXIMUM CONTRACT FUNDS**

2.01 **Maximum Funds – County.** The Parties agree that the amount of funds provided by County remains

an amount not to exceed Two Hundred Seventeen Thousand, Five Hundred Forty-Four Dollars (\$217,544.00)

2.02 **Maximum Funds.** The Parties agree to amend Section 4.02, "Maximum Funds – City," by increasing the City funds to be provided from and amount not to exceed Three Hundred Forty-Five Thousand Dollars (\$345,000.00) to and amount not to exceed Four Hundred Seventeen Thousand, Three Hundred Eighty-Nine Dollars (\$417,389.00).

### **3.0 ATTACHMENTS**

3.01 **Attachments A, "Work Statement," and B, "Performance Measures."** The Parties agree to change the relevant sections of Attachment A, "Work Statement," and Attachment B, "Performance Measures," to reflect a total of youth to be served in the 2013 Renewal Term to a total of 844.

3.02 **Attachment C. "Budget."** The Parties agree to amend Attachment C, "Budget," to reflect an increase in the amount of City of Austin Stipends from \$345,000.00 to \$417,389.00.

### **4.0 INCORPORATION**

4.01 County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties with respect to the subject matter hereof.

### **CITY OF AUSTIN**

By: \_\_\_\_\_  
Marc A. Ott, City Manager  
Its Duly Authorized Representative  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

### **TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Its Duly Authorized Representative  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_