

**THIRD AMENDMENT  
TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF AUSTIN, TRAVIS COUNTY, AND THE AUSTIN/TRAVIS  
COUNTY SOBRIETY CENTER LOCAL GOVERNMENT  
CORPORATION DOING BUSINESS AS THE SOBERING CENTER**

This Third Amendment is entered into between the following parties: the City of Austin ("City"), Travis County ("County"), Texas, and the Austin/Travis County Sobriety Center Local Government Corporation dba the Sobering Center ("LGC").

**RECITALS**

On October 1, 2018, the parties entered into an interlocal cooperation agreement (the "Agreement"), wherein the City provides funding for the LGC's budget and the County provides the building to house the LGC. In exchange, the LGC has diverted public inebriants from the County Jail and hospitals, saving County and City resources, including law enforcement time and energy, judicial and medical resources, and jail beds.

The parties adopted and executed a First Amendment to this Agreement, authorizing the County to provide the LGC with a one-time, non-interest-bearing loan in an amount not to exceed \$100,000. The parties adopted and executed a Second amendment to this Agreement in order to increase the City's funding to the Sobering Center to sufficiently cover the LGC's costs.

The parties currently find themselves in the midst of a pandemic and a government declared state of disaster. Due to the COVID-19 virus, the City of Austin and the County of Travis have closed bars and restaurants, temporarily reducing the number of public intoxication cases. At the same time, the parties anticipate that the pandemic could spread to Travis County's at-risk population, and the beds of the Sobering Center could be useful to provide a safe and contained space for quarantine. Thus, the parties have agreed to allow a secondary use of the Sobering Center during times of disaster in order to help the community during times of crisis.

**THIRD AMENDMENT**

The parties wish to add a provision to the LGC's Responsibilities and Obligations in the Agreement, to read as follows:

3.9 LGC Operations During a Declared Disaster. In the event that the Governor of the State of Texas, Mayor of the City of Austin, or the Travis County Judge declares a state of disaster in accordance with Texas Government Code, Chapter 418, and the LGC's beds may prove useful to the community, the LGC may use its location and medical direction to serve that purpose. Depending on the circumstances of the disaster, the LGC may assist in responding to the disaster

by providing shelter services, quarantine services, or other services as needed or requested in the community by providing beds and medical assistance during the disaster in addition to its sobering services, or in lieu of its normal services if the services are incompatible. The LGC must return to its normal sobering operations after the disaster has expired by official action or operation of law.

#### CONTINUANTION OF AGREEMENT

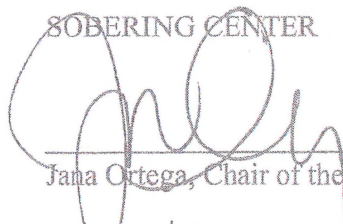
Except as otherwise set forth in this Amendment, the Agreement as amended will remain in full force and effect in accordance with its original terms.

#### EFFECTIVE DATE OF THIS AMENDMENT


This Amendment is effective on March 31, 2020.

#### SIGNATURES

SOBERING CENTER

  
\_\_\_\_\_  
Jana Ortega, Chair of the Board

Date

  
\_\_\_\_\_  
Danie Connick, Executive Director

Date

4/9/20


COUNTY OF TRAVIS

  
\_\_\_\_\_  
Sarah Eckhardt, County Judge

APR 14 2020

Date

CITY OF AUSTIN

  
\_\_\_\_\_  
Rey Arellano, Assistant City Manager

04/16/2020

Date

**SECOND AMENDMENT  
TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF AUSTIN, TRAVIS COUNTY, AND THE AUSTIN/TRAVIS  
COUNTY SOBRIETY CENTER LOCAL GOVERNMENT  
CORPORATION DOING BUSINESS AS THE SOBERING CENTER**

This Second Amendment is entered into between the following parties: the City of Austin ("City"), Travis County ("County"), Texas, and the Austin/Travis County Sobriety Center Local Government Corporation dba the Sobering Center ("LGC").

**RECITALS**

On October 1, 2018, the parties entered into an interlocal cooperation agreement (the "Agreement"), wherein the City provides funding for the LGC's budget and the County provides the building to house the LGC. In exchange, the LGC diverts public inebriants from the County Jail and hospitals, saving County and City resources, including law enforcement time and energy, judicial and medical resources, and jail beds.

The parties adopted and executed the First Amendment to this Agreement in July 2019, which authorized the County to provide the LGC with a one-time, non-interest-bearing loan in an amount not to exceed \$100,000. The County issued the loan to cover operating expenses for the Sobering Center during a delayed reimbursement of grant funding to the LGC.

The LGC has now operated for approximately one year and has established that the costs necessary to operate the Sobering Center exceed the costs estimated at the time the Agreement was negotiated and approved by the parties. Thus, the City has agreed to increase funding in order to sufficiently cover the costs associated with operating the Sobering Center.

**SECOND AMENDMENT**

The parties wish to revise section 5.1 (City's Contributions to LGC Operating Costs) of the Agreement as amended to read as follows:



For and in consideration of the services to be rendered by the LGC as described in Section III of this Agreement, the City will pay the LGC \$1,123,359 for FY 2019 and \$1,845,195 for FY 2020, FY 2021, FY 2022, and FY 2023, unless terminated earlier in accordance with the terms of this Agreement.

### CONTINUATION OF AGREEMENT

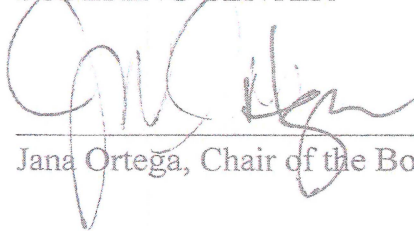
Except as otherwise set forth in this Amendment, the Agreement as amended will remain in full force and effect in accordance with its original terms.

### EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective on October 1, 2019.

### SIGNATURES

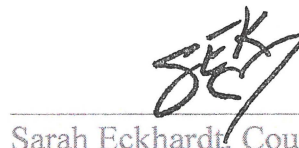
SOBERING CENTER



Jana Ortega, Chair of the Board

4/9/20  
Date

COUNTY OF TRAVIS



Sarah Eckhardt, County Judge

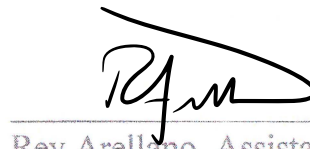
APR 14 2020  
Date

CITY OF AUSTIN



Danie Connick, Executive Director

4/9/20  
Date



Rey Arellano, Assistant City Manager

04/16/2020  
Date



**FIRST AMENDMENT  
TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN, TRAVIS COUNTY, AND THE AUSTIN/TRAVIS  
COUNTY SOBRIETY CENTER LOCAL GOVERNMENT CORPORATION  
DOING BUSINESS AS THE SOBERING CENTER**

This First Amendment ("Amendment") is entered into between the following parties: the City of Austin ("City"), Travis County ("County"), Texas, and the Austin/Travis County Sobriety Center Local Government Corporation dba The Sobering Center ("LGC").

**RECITALS**

On September 25, 2018, the parties entered into an interlocal cooperation agreement (the "Agreement"), wherein the City provides funding for the LGC's budget and the County provides the building to house the LGC. In exchange, the LGC diverts public inebriants from the County Jail and hospitals, saving County and City resources, including law enforcement time and energy, judicial and medical resources, and jail beds.

The LGC serves a legitimate public purpose by providing alternative housing to placing an inebriant in the jail. Pursuant to the Texas Local Government Code Section 351.001, Travis County's Commissioners Court has the duty to provide safe and suitable jails for the county. County jails account for a significant part of a county's budget and resources, and the LGC helps preserve those resources while at the same time impacting public health by addressing chronic inebriants.

The LGC has not yet reached its first anniversary of serving the community, and in its time of transition, has encountered some difficulties in meeting its operating costs within the current amount of funding available to achieve its stated goals. Due to a delay in receiving reimbursement grant funding, the LGC has an immediate need for funds, and wishes to have gap funding from the County in the amount of \$100,000.00 to continue operating. This money will be returned to County as soon as the LGC receives funding from other sources, but at the very latest by September 30, 2020. County will provide the one-time loan by amending the Agreement, so that the contractual conditions ensure that the County retains sufficient control over its funds.

County wishes to provide the LGC with a loan in an amount not to exceed \$100,000.00 in order to accomplish the public purpose of serving the community's health and law enforcement needs as well as creating a diversion from the Travis County Jail.

## FIRST AMENDMENT

The parties wish to revise the Agreement to reflect the addition of a new provision in the Interlocal. Section IV, entitled County's Responsibilities and Obligations is hereby amended to include the following addition at the end of the Section:

4.1.5 Loan to LGC. In order to continue operating under the current Agreement Term, County will provide LGC a one-time, non-interest-bearing loan in an amount not-to-exceed \$100,000.00 to assist in a gap of funding from the State. LGC agrees to pay back to the County \$100,000.00 as soon as practicable, but no later than September 30, 2020.

## CONTINUATION OF AGREEMENT

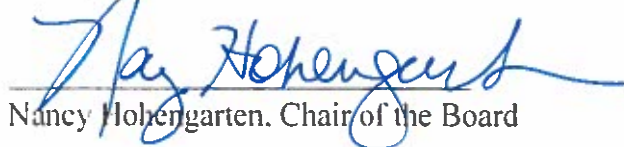
Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms.

## EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when approved by the governing body of each Party, and executed by their authorized representatives.


## SIGNATURES

SOBERING CENTER

  
Nancy Hohengarten, Chair of the Board

\_\_\_\_\_  
Date

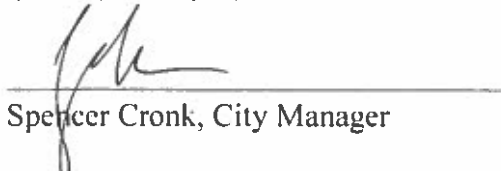
COUNTY OF TRAVIS

  
\_\_\_\_\_  
Sarah Eckhardt, County Judge

**JUL 09 2019**  
\_\_\_\_\_

Date

CITY OF AUSTIN

  
\_\_\_\_\_  
Spencer Cronk, City Manager

8/27/19  
\_\_\_\_\_  
Date

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF AUSTIN, TRAVIS COUNTY, AND THE AUSTIN/TRAVIS**  
**COUNTY SOBRIETY CENTER LOCAL GOVERNMENT CORPORATION**  
**DOING BUSINESS AS**  
**THE SOBERING CENTER**

**PARTIES**

This Interlocal Agreement ("Agreement") is entered into by the following parties: the City of Austin, a Texas home rule municipal corporation and political subdivision of the State of Texas ("City"), Travis County, a political subdivision of the State of Texas ("County") and The Austin/Travis County Sobriety Center Local Government Corporation, doing business as The Sobering Center, a Texas local government corporation ("LGC"), each a "Party" and collectively referred to within this Agreement as the "Parties".

**RECITALS**

City and County have determined that public intoxication and chronic inebriants consume public resources, such as depleting law enforcement time and energy, judicial and medical resources, and also negatively impacting individual health.

In September, 2016, City and County jointly created the LGC as an alternative to housing intoxicated persons in the County Jail or filling up hospital emergency rooms. City and County recognized that the LGC would offer both City and County a cost savings in law enforcement expenses, jail space, and judicial and medical resources.

City and County created the LGC with the intent of contributing funding to its daily management, staffing, and service needs as well as housing the LGC in the old Medical Examiner's Building at 1213 Sabine Street.

City and County wish to memorialize their agreement regarding their independent responsibilities and obligations to the LGC in order to create and operate a sobering center. The parties are authorized to enter into their agreement through the Texas Constitution, Article 3, Section 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:



## **SECTION I. DEFINITIONS**

**1.0 Terms Defined.** In this Agreement, the following terms will have these meanings:

- 1.1** "Agreement" means this Interlocal Agreement between the City, County, and LGC together with all exhibits and other attachments thereto, as the same may be amended or restated from time to time.
- 1.2** "Agreement Manager" means the City employee in the Austin Public Health Department who is responsible for exercising general oversight of the LGC's activities under this Agreement.
- 1.3** "City Council" means the City Council of the City of Austin, Texas.
- 1.4** "Commissioners Court" means the Commissioners Court of Travis County, Texas.
- 1.5** "Fiscal Year" means that twelve-month time period between any October 1 and the next following September 30.
- 1.6** "Parties" mean the City of Austin, Travis County, and the LGC.

## **SECTION II. GENERAL TERMS**

**2.1 Purpose and Scope.** The purpose of this Agreement is to set forth the terms and conditions under which the City and County contribute to the operation and management of the LGC and to define the services and deliverables that the LGC provides to the community.

**2.2 Agreement Term.** The term of this Agreement begins on October 1, 2018 and will continue through September 30, 2019, unless sooner terminated as provided herein. Subject to continued funding by the Commissioners Court and City Council, this Agreement will renew for up to four additional one year terms, ending on September 30, 2023, unless terminated earlier in accordance with the terms of this Agreement.

**2.3 Entire Agreement.** All oral agreements between the Parties to this Agreement relating to the LGC that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

**2.4 Current Revenues.** The Parties acknowledge that funding for the LGC will be from current revenues available to each Party.

**2.5 Agreement Communications.** The Parties agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement must initially be presented by and through the County Executive for the County,

the Assistant City Manager for the City, and the Executive Director of the LGC, with a copy to the Chair of the LGC board and the Agreement Manager.

**2.6 Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the County Executive for consideration by the County, the City Manager for the City, and the Executive Director for the LGC. If County Executive, City Manager, and Executive Director all agree that an Amendment is in the best interest of all Parties, it will be taken before the governing bodies of the Parties for approval. An Amendment to this Agreement is effective when approved by all Parties.

### **SECTION III. LGC'S RESPONSIBILITIES AND OBLIGATIONS**

**3.1 Overall Objective.** The LGC must take actions as appropriate to implement and make operational a sobering center consistent with the directives of the Articles of Incorporation, the Bylaws, and relevant City and County resolutions. The City will contribute \$1,123,359 Fiscal Year 2019 to the LGC to accomplish the objectives herein. The LGC is not prohibited from raising and utilizing funds in excess of that amount.

**3.2 Expected Performance.** The LGC will provide the deliverables contained in Program Work Statement, attached hereto as Exhibit A.

**3.3 Ethical and Legal Standards.** The LGC will perform all services and carry out all obligations under this Agreement in a manner consistent with applicable canons of professional ethics and in compliance with all relevant state and federal law.

**3.4 Budget of the LGC.** The LGC must develop and approve a budget for FY 2020 and for each succeeding fiscal year this Agreement is in effect to be submitted to the City by a date requested by the City and in accordance with the City's process.

**3.5 Insurance.** The LGC must procure and maintain Directors and Officers Liability coverage in accordance with applicable generally accepted business standards. The Liability coverage must be sufficient to protect the LGC for losses or advancement of defense costs in the event the LGC or one or more of its board members suffer a loss as a result of a legal action brought against the LGC, its board members, or both.

**3.6 Reporting.**

**3.6.1 Performance Reports.** LGC must submit to both City and County a quarterly performance report on the metrics set forth in Exhibit C, using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth calendar day falls on a weekend or holiday, the deadline to submit the quarterly performance report is extended to the first business day immediately following the weekend or holiday. LGC must provide complete and accurate supporting documentation upon request by City or County. All reports will be entered into the City's contracting system and emailed to the County as provided in 9.4.

**3.6.2 Expenditure Reports.** LGC must submit a monthly expenditure report to City by the fifteenth of each month. Each expenditure report will include accurate supporting documentation. The LGC will provide a copy of an expenditure report or reports to the County upon request by the County.

**3.7 Monitoring and Evaluation.** LGC agrees that the City or County or their designees may carry out monitoring and evaluation activities to ensure adherence by the LGC and subcontractors performing any services under this Agreement. LGC must fully cooperate in any monitoring or review by the City or County and LGC further agrees to designate a member of the board or an employee of the LGC to coordinate monitoring and evaluation activities.

**3.8 Medical Direction.** The LGC agrees to the responsibilities and obligations related to medical direction as described in the Medical Direction Scope of Work attached hereto as Exhibit D. The LGC shall pay the City \$26,000.00 for medical direction provided during the initial term of this Agreement, and shall pay \$26,000.00 for medical direction provided in each subsequent renewal term. The LGC shall submit payment to the City within 30 days after receipt of an invoice from the City as described in subsection 5.3 of this Agreement.

#### **SECTION IV. COUNTY'S RESPONSIBILITIES AND OBLIGATIONS**

**4.1 County's Contributions.** County will provide the building to be used for the LGC and the building's initial renovation and retrofit to the satisfaction of the parties. Additionally, County will maintain and repair the building as such need arises, in accordance with Section 4.1.4 of this Agreement, and the License Agreement between County and LGC.

**4.1.1 Sobering Center Building.** The County will make available the building, parking lot and premises located at 1213 Sabine Street, Austin, Texas, for all services provided by the LGC and any future use deemed compatible with the purposes of the LGC.

**4.1.2 Renovation.** The building at 1213 Sabine Street, Austin, Texas has been renovated to suit the needs of the LGC. The Travis County Facilities Management Department ("FMD") accomplished the planning, programming, design, and project management of the renovation. The renovation cost, estimated at a one-time cost of \$887,057, included the design and construction cost. After the initial renovation, all future renovation desired by the LGC, must be paid for by the LGC after being approved by FMD.

**4.1.3 License to LGC.** A separate License Agreement between County and LGC sets out the full terms of the agreement regarding the building at 1213 Sabine Street, Austin, Texas. The City approves of the use of this County property for this purpose. County and City agree that the LGC has the option to operate a sobering center in this location for up to ten years, unless the Parties determine and agree that the property is no longer suited to its purpose and other accommodations are made or the License Agreement is terminated.



**4.1.4 Physical Maintenance and Repairs.** As long as the LGC uses 1213 Sabine for the LGC, FMD will be responsible for all physical maintenance of the building in accordance with the License Agreement. FMD must have access to 1213 Sabine in order to maintain and repair the building.

## **SECTION V. CITY'S RESPONSIBILITIES AND OBLIGATIONS**

**5.1 City's Contributions to LGC Operating Costs.** For and in consideration of the services to be rendered by the LGC as described in Section III of this Agreement, the City will pay the LGC \$1,123,359 for FY 2019 for the costs associated with the operations of the sobering center, to include, by example, the costs for the following:

**5.1.2 Custodial Maintenance and Security.** City will cover the LGC's operating costs as set forward in Exhibit B. of custodial maintenance, housekeeping, utility service, grounds keeping, and garbage pickup for 1213 Sabine, as well as any future renovations. Additionally City will provide necessary operating expenses for the security needs of the LGC. The LGC, in consultation with local law enforcement, will determine the type of security necessary and negotiate a contract for appropriate coverage.

**5.1.3 FFE.** City will provide the original furnishings, fixtures, and equipment for the LGC. The LGC will maintain and replace as necessary.

**5.1.4 Staff.** City will provide for the salaries and costs of the employees of the LGC, as outlined in Exhibit B.

**5.1.5 Information Technology Services Security.** City will pay for the IT services and IT security of the LGC.

**5.2 Oversight.** The Agreement Manager will be responsible for exercising general oversight of the LGC's activities under this Agreement. Specifically the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during any term of this Agreement, participate regularly in conference calls or meetings for status reporting, promptly review any written reports submitted by the LGC, and will timely approve all requests for payment. The Agreement Manager will make the final determination of whether a cost is allowable or unallowable. The Agreement Manager's oversight of the LGC's activities will be for the City and County's benefit and does not imply or create any partnership or joint venture as between City and LGC.

**5.3 Medical Direction.** The City will provide medical direction to the LGC as described in the Medical Direction Scope of Work attached hereto as Exhibit D. Such medical direction is limited to supervision of the clinical personnel on site in the sobering center. The City shall submit an invoice to the LGC for \$26,000.00 on May 1, 2019, during the initial term of this Agreement, and shall submit an invoice for each renewal term by May 1<sup>st</sup> each year.

## **SECTION VI. RIGHT TO AUDIT**

**6.1 Right to Inspection.** The LGC agrees that authorized representatives of the City and County will have access to, and the right to audit, examine, and copy any and all records of the LGC related to the performance under this Agreement during normal business hours. In addition to any other rights of termination or suspension set forth in this Agreement, City and County have the right to immediately suspend the Agreement upon written notice to the LGC if it fails to cooperate with the provisions of the Audit Section. The LGC must retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters are resolved, whichever is longer. LGC must refund to the City any overpayments disclosed by any such audit.

**6.2 Subcontracts.** The LGC must include these audit requirements in any contracts entered into for services rendered under this Agreement.

## **SECTION VII. FINANCIAL TERMS**

**7.1 Exhibit B.** The Parties agree that the amounts to be paid by City to the LGC pursuant to this Agreement will be computed in accordance with the Program Budget and Narrative, Exhibit B and made a part of this Agreement.

**7.2 Payment.** For and in consideration of the actions to be taken and the services rendered by the LGC pursuant to this Agreement, the City will pay the LGC in accordance with the amounts enumerated in Exhibit B.

**7.3 Documentation.** City and LGC will agree to a final schedule by which LGC will submit quarterly invoices to City and City will disburse funds to LGC. The tentative schedule is as follows:

- a. Oct 1, 2018 (for immediate disbursement)
- b. Dec 1, 2018 (for disbursement by Jan 1<sup>st</sup>)
- c. Mar 1, 2019 (for disbursement by Apr 1<sup>st</sup>)
- d. Jun 1, 2019 (for disbursement by Jul 1<sup>st</sup>)

**7.4 Suspension.** Payments to LGC will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the LGC is in full compliance.

**7.5 Separate Accounts.** LGC must deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which is supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. LGC's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.

## **SECTION VIII. TERMINATION**

**8.1 Automatic Termination.** This Agreement will automatically terminate upon execution by all Parties of a succeeding agreement between the City, LGC, and County for the operation and management of a sobering center by the LGC.

**8.2 Failure to Fund.** If at any point during the budget planning and adoption process, the governing body of either City or County fails to provide funding for the LGC or sobering center, any one of the Parties may terminate this Agreement. The Parties acknowledge that funding for the LGC and the sobriety center will be from current revenues available to each Party.

**8.3 Other Reasons for Termination.** Any Party to this Agreement may terminate this Agreement if it is unable to conform to changes required by federal or state laws or regulations.

**8.4 Mutual Termination.** Any Party to this Agreement has the right to terminate this Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that all Parties agree, in writing, upon the termination conditions, including the effective date of the termination, the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Agreement to be terminated.

**8.5 Notice of Termination.** Any Party to this Agreement may terminate this Agreement for the reasons described in this section by providing the other Parties with thirty (30) days written notice as described in Section 9, below.

## **SECTION IX. MISCELLANEOUS PROVISIONS**

**9.1 Monitoring and Access.** City and County will monitor the LGC to ensure that its operations meet or exceed the expectations of its intended purpose. The LGC will give City and County access to inspect the physical premises and conduct visits and perform periodic on-site monitoring of the LGC to see the effectiveness and timeliness of the LGC's performance at reasonable times. Such monitoring visits may include review of any and all performance activities as well as any and all records or other documentation (including financial) maintained in relation to the LGC's performance as it operates the LGC. Within thirty (30) days of each monitoring visit, the City and County will provide the LGC with a written report of the monitor's findings. If the report notes deficiencies in LGC's performances, it will include requirements and deadlines for the correction of those deficiencies by the LGC. Additionally, County Facilities Management Division must have access to the LGC at all times in order to maintain or repair structural damage or for any other reasonable purpose. All City and County personnel shall comply with all confidentiality laws applicable to the activities of the LGC.

**9.2 Evaluation.** The Parties will evaluate the LGC's performance over its initial five full fiscal years of operation. Furthermore, after five years of operation the Parties will assess whether the 1213 Sabine Street location continues to be the best solution for LGC's programmatic goals, in light of changing conditions in areas adjacent to the sobering center as well as opportunities that might exist to co-locate the facility with supplemental resources in other parts of the city.



**9.3 Authority to Obligate.** It is acknowledged by all Parties that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by Commissioners Court.

**9.4 Notices**

**9.4.1 Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to another must be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

**9.4.2 County Address.** The address of County for all purposes under this Agreement and for all notices:

Roger Jefferies, County Executive (or his successor)  
Travis County Criminal Justice & Planning  
P. O. Box 1748  
Austin, Texas 78767  
Roger.Jefferies@traviscountytexas.gov

**9.4.3 City Address.** The address of the City for all purposes under this Agreement and for all notices:

Spencer Cronk  
City Manager  
P. O. Box 1088  
Austin, Texas 78767

**9.4.4 LGC Address.** The address of the LGC for all purposes under this Agreement and for all notices:

Rhonda Patrick  
Executive Director  
The Sobering Center  
1213 Sabine Street  
Austin, TX 78701

**9.4.5 Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's

authorized representative, must be reported to the other Parties within twenty (20) days of the change.

**9.5 Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

**9.6. Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.

**9.7 Force Majeure.** No Party will be financially liable to the other Parties for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Parties within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

**9.8 Liability.** Parties are not liable to the other Parties for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of their own officials or employees. For any claims, damages or attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of Parties' employees in relation to their respective obligations in this Agreement, if all Parties are liable, the Parties will be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of each Party as determined by the court adjudicating the matter or as agreed in any settlement.

**9.9 Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising out of the activities conducted pursuant to this Agreement, the Party will give written notice to each of the other Parties of such claim, demand, suit or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

**9.10 Third Party Beneficiary.** This Agreement sets out the agreements and obligations between Parties only, and no provision in this Agreement creates any rights in any person or entity

that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by City, County and LGC.

**9.11 Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.

CITY OF AUSTIN

By: \_\_\_\_\_


  
Spencer Cronk  
City Manager

Date: \_\_\_\_\_

10/2/18

TRAVIS COUNTY

By: \_\_\_\_\_

  
Sarah Eckhardt  
Travis County Judge

Date: \_\_\_\_\_

10/4/18

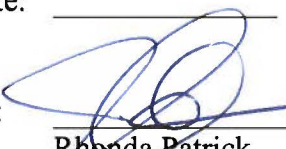
LGC

By: \_\_\_\_\_

  
Nancy Hohenegarten  
Chair of the Board  
Austin/Travis County Sobriety Center Local Government Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

  
Rhonda Patrick  
Executive Director  
Austin/Travis County Sobriety Center Local Government Corporation

10/15/2018



Exhibit A [Program Work Statement]  
Exhibit B [Program Budget and Narrative]  
Exhibit C [Program Performance Measures]  
Exhibit D [Medical Direction Scope of Work]

## ***Program Work Statement***

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### ***Program Goals And Objectives***

The Sobering Center provides a safe environment for publicly intoxicated individuals to sober up and, when appropriate, initiate recovery. It aims to enhance public health and public safety by providing an alternative to the emergency room and jail. The goals of the center are:

1. Increase the identification and intervention of persons engaging in hazardous, harmful, or disorder substance use.
2. Increase prevalence and access to evidence based service delivery models and treatment interventions that halt, reduce and eliminate hazardous, harmful, or disorder substance use.
3. Establish a community informed, culturally attuned, innovative 24 hours, 7 days a week, service center that diverts persons engaging in hazardous, harmful, or disorder substance use from jails, emergency service providers, and hospitals to a single entity structured to address and intervene in their hazardous, harmful, or disorder substance use.

### ***Program Clients Served***

The target population to be served are persons engaging in hazardous, harmful, or disorder substance use, resulting in intoxication, that presents a danger to themselves or the community. Individuals may only be referred and transported to the facility by law enforcement or emergency medical services. Anticipated users of the sobering center may include, but is not limited to military personnel, veterans, college students, residents, visitors, individuals with chronic substance use disorders who may be experiencing homelessness, and individuals with substance use disorders and other critical health care needs and mental health diagnoses.

### ***Program Services And Delivery***

Beginning October 1, 2018, the Sobering Center will be fully operational 24 hours a day, 7 days a week. It will provide a safe place to sober. It's expected that the typical stay will last from six to ten hours. During this time, each individual will be assigned a resting cot where they will sleep or sit and be safely monitored by trained staff. Light snacks, and beverages to promote hydration, will be available.

To ensure individuals' safety and appropriateness for services at the center, licensed paramedics will provide medical screenings at intake. Those who do not meet the established inclusion criteria will be taken to an emergency room. Prior to leaving, the licensed paramedic will again screen to make sure that the individual is safe to leave.

While the individual is sobering, a sobering support specialist will visually monitor individuals throughout their stay at the center and take vital signs as prescribed by the paramedic. The sobering support specialist provides crisis intervention and other emotional and medical support as indicated by the patient acuity.

The sobering support staff conducts follow-up calls to patient within 24 hours of discharge.

### ***System for Collecting and Reporting Program Data***

The center will use a customized electronic service record via InSync to document services delivered to individuals admitted to the center. Information and ongoing performance data will be reported electronically to the City of Austin quarterly.

### ***Performance Evaluation***

The Executive Director is responsible for developing and implementing a performance evaluation plan with measurable outputs and outcomes. The program evaluation will include an annual report provided to the Board of Directors, City of Austin, and Travis County. The Board of Directors meets monthly and will be monitoring program outcomes of the newly established Sobering Center.

### ***Quality Improvement***

The Sobering Center's Quality Management Plan identifies key steps to effectively manage programs and service quality from program planning to delivery. It serves as a guide to maintain program fidelity and ensure the Sobering Center operates

*Created 7/28/2018 6:46:00 PM*

*Last Modified, If Applicable 9/11/2018 12:47:00 PM*

## Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

|  | City Share     | Other          | Total          |
|--|----------------|----------------|----------------|
| Salary plus Benefits                   | \$1,123,359.00 | \$169,644.00   | \$1,293,003.00 |
| General Operations Expenses            | \$0.00         | \$425,163.00   | \$425,163.00   |
| Program Subcontractors                 | \$0.00         | \$0.00         | \$0.00         |
| Staff Travel                           | \$0.00         | \$0.00         | \$0.00         |
| Conferences                            | \$0.00         | \$1,374.00     | \$1,374.00     |
| Operations SubTotal                    | \$0.00         | \$426,537.00   | \$426,537.00   |
| Food and Beverages for Clients         | \$0.00         | \$5,000.00     | \$5,000.00     |
| Financial Direct Assistance to Clients | \$0.00         | \$0.00         | \$0.00         |
| Other Assistance                       | Please Specify | Please Specify | Please Specify |
| Other Assistance Amount                | \$0.00         | \$0.00         | \$0.00         |
| Direct Assistance SubTotal             | \$0.00         | \$5,000.00     | \$5,000.00     |
| Capital Outlay Amount                  | \$0.00         | \$0.00         | \$0.00         |
| Total                                  | \$1,123,359.00 | \$601,181.00   | \$1,724,540.00 |

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits and payroll taxes for employees of the Sobering Center

#### General Op Expenses

Professional and contractual services; fees and licensing; security; housekeeping services; insurance; telecommunications and internet; building maintenance; software subscriptions; office supplies, medical supplies and medical equipment; utilities; furniture; audit fees; accounting and payroll services

#### Program Subcontractors

#### Staff Travel

#### Conferences

Fees associated with seminars and conferences outside of Travis County

#### Food and Beverage

Beverages and snacks to support hydration and sobering process

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

Created 7/28/2018 6:34:00 PM

Last Modified, If Applicable 9/11/2018 12:56:00 PM

***Program Performance Measures***

|                       |                     |                                 |                               |
|-----------------------|---------------------|---------------------------------|-------------------------------|
| <i>Contract Start</i> | <i>Contract End</i> | <i>Period Performance Start</i> | <i>Period Performance End</i> |
| 10/1/2018             | 9/30/2019           | 10/1/2018                       | 9/30/2019                     |

***Outputs***

| <i>OP<br/>#</i> | <i>Output Measure<br/>Description</i>  | <i>Period Goal</i> |              |              |
|-----------------|--|--------------------|--------------|--------------|
|                 |  | <i>City</i>        | <i>Other</i> | <i>Total</i> |
| 1               | Total number of admissions to the Sobering Center<br>(including duplication of repeat users) | 4000               |              | 4000         |
| 2               | Total number of persons discharged as a result of<br>successful sobering                     | 3500               |              | 3500         |
| 3               | Total number of substance use screenings   | 3000               |              | 3000         |
| 4               | Total number of referrals for all service needs  | 1000               |              | 1000         |

## **MEDICAL DIRECTION SCOPE OF WORK**

### **EXHIBIT D**

#### **I. STATEMENT OF SERVICES TO BE PERFORMED:**

The LGC desires to contract with the City such that the City, through its Office of the Medical Director (“OMD”) shall provide medical oversight for all LGC medical programs as required by state law.

#### **II. CITY’S RESPONSIBILITIES AND OBLIGATIONS**

1. The City shall provide services of a Medical Director and the associated responsibilities required for medical direction via the OMD. The OMD consultation shall include review of policies and procedures to ensure appropriate skill sets for job applicants, oversight of training of LGC clinical employees, oversight of credentialing and continuing education requirements for LGC’s clinical employees where required for their job role. The City, through the OMD, shall also provide direct and online physician supervision of the LGC clinical personnel.
2. The City, through the OMD, shall, at times, provide on-site EMS physician services to the LGC. The services may include, but not be limited to, face-to-face medical continuing education, training on new medical techniques and other specific requests by the LGC.
3. LGC clinical personnel may attend, at no charge, live continuing education (“CE”) sessions offered by OMD. These sessions may be scheduled throughout the term of this Agreement. If LGC clinical personnel attend a live CE session provided by the OMD, the City shall award CE credit to the LGC clinical personnel who so attended.
4. The OMD shall develop and maintain Clinical Operating Guidelines (“COGs”) for use by LGC clinical personnel.

#### **III. LGC’S RESPONSIBILITIES AND OBLIGATIONS**

1. Only LGC clinical personnel currently certified or licensed by the DSHS and credentialed by the Medical Director and the OMD shall perform patient care.
2. LGC clinical personnel shall perform patient care according to the guidelines and procedures approved by the OMD. LGC shall maintain as necessary the minimal



10. Periodically, the OMD will designate continuing education (CE) as Mandatory or Emergent. The LGC clinical personnel shall participate fully in completing the CE within the time frame designated by the OMD. Any CE developed by LGC clinical personnel shall have prior approval of the OMD prior to delivery of the CE.