

**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

7-16-19
Date

COUNTY OF TRAVIS


Sarah Eckhardt, County Judge

JUL 09 2019
Date

CITY OF AUSTIN

Spencer Cronk, City Manager

Date