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 LCG. 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.

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 March 31, 2020.

SIGNATURES

SOBERING CENTER

Jana Ortega, Chair of the Board

Date

COUNTY OF TRAVIS

Sarah Eckhardt, County Judge

Date

Danie Connick, Executive Director

Date

CITY OF AUSTIN

Rey Arellano, Assistant City Manager

Date