

**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. GOVT. 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. GOVT. 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 amended ("2013 Renewal") 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.

County and City agree that the Agreement, as amended by the 2013 Renewal, fails to conform to the understanding between the Parties as a result of a scrivener's error and mutual mistake of the Parties; and County and City desire to amend the Agreement to correct that error in the Agreement and to reflect the actual intent of the Parties.

NOW, THEREFORE, in order to correct the mutual mistake of the Parties and accurately reflect the understanding of the agreement between the Parties, 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 **Term.** The Parties agree that this Amendment reflects changes in the Agreement as to the Initial Term and the 2013 Renewal Term as set forth in this Amendment.

1.02 **Effective Date.** The Parties agree that the effective date of this Amendment is May 1, 2013, upon execution of this Amendment by both Parties.

2.0 MAXIMUM CONTRACT FUNDS

2.01 **Maximum Funds – County and City.** The Parties agree that the funds set forth in Sections 2.01 ("Maximum Funds – County") and 2.02 ("Maximum Funds – City") of the 2013 Renewal were intended by the Parties to be available to pay for services provided by the Parties during both the Initial Term and the 2013 Renewal Term, as necessary. Specifically, funding under the 2013 Renewal may be paid for services actually provided during a portion of the Initial Term, but incurred during the time period beginning May 1, 2013, and continuing through September 30, 2013 ("Summer, 2013 Term").

3.0 PAYMENT

3.01 Annual. For the Summer, 2013 Term, as specified in this Amendment, County shall pay City the amount set forth in Section 2.01 of this Amendment within thirty (30) days of receipt of a complete and correct invoice related to services provided by City during the Summer, 2013 Term.

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
Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Its Duly Authorized Representative
Date: _____