

FIRST AMENDMENT TO CONTRACT NO. TJJD299
INTERLOCAL AGREEMENT

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

ORIGINAL

TEXAS JUVENILE JUSTICE DEPARTMENT

This document is the First Amendment to the existing interlocal agreement ("**Agreement**") entered into by and between the Bexar County Juvenile Board at the request and on behalf of the Bexar County Juvenile Probation Department (collectively referred to as "**Juvenile Probation**") and the Texas Juvenile Justice Department ("**TJJD**") pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The TJJD San Antonio District office is presently located at 321 N. Center, Suites 101W and 200W, San Antonio, Texas 78202. **This amendment is effective August 30, 2015.**

WHEREAS, the parties have determined that provisions of their existing Agreement need to be revised to reflect the understanding of the parties;

NOW THEREFORE, the parties hereby agree to amend the existing Agreement to wit:

1. Section 2.01 of the Agreement is amended to read as follows:

2.01 The term of the Agreement is approximately three years and will begin from day of delivery by Juvenile Probation and acceptance by TJJD, believed to be August 16, 2013, and will end August 31, 2016, unless terminated earlier pursuant to the terms of this Agreement. By mutual agreement between the Parties, the Agreement may be renewed under the same terms and conditions for one-year terms thereafter, beginning September 1st and ending August 31st, unless one Party notifies the other in writing, at least 60 days prior to the expiration of the then-current term, of its intention to not renew this Agreement.

2. Section 2.03 is added to the Agreement and reads as follows:

2.03 If during the term of this Agreement Juvenile Probation enters into a contract to purchase or lease new property for the purpose of replacing the current Building, the Department will provide 60 days' written notice to TJJD of its intent to either make an offer to amend or terminate this Agreement. In the event this Agreement is terminated, TJJD will be liable for no further charges, however, Juvenile Probation does not waive any rights, remedies or penalties against TJJD for damages or destruction to the Leased Premises, accrued and as yet unpaid rent at the time of termination, or other penalties or damages against TJJD that Juvenile Probation may now or later possess under this Agreement or at law that do not arise solely out of the early termination of this Agreement.

3. Section 3.01 B. of the Agreement is amended and reads as follows:

B. From September 1, 2013 through August 31, 2016, the amount of \$2,500 per month (representing \$15 per sq. ft. annually, and \$1.25 per sq. ft. monthly).

4. All other terms and conditions not explicitly revised by this amendment shall remain in effect.

ON August 13, 2015 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE
THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BEXAR COUNTY JUVENILE BOARD

TEXAS JUVENILE JUSTICE DEPARTMENT

By: Laura Parker
LAURA PARKER, Chair
Bexar County Juvenile Board

By: Chelsea B. [Signature] for D. Reilly
DAVID J. REILLY
Executive Director

By: Lynne Wilkerson
LYNNE WILKERSON
Chief Juvenile Probation Officer
Bexar County Juvenile Probation Department

By: [Signature]
TJJJD Attorney

APPROVED AS TO LEGAL FORM:

By: Gina Licata Adams
GINA LICATA ADAMS
General Counsel
Bexar County Juvenile Probation Department