

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
FOR REGIONAL HOMELESSNESS  
JOINT SYSTEM COOPERATION AND STRATEGIC PLAN**

This First Amendment ("FIRST AMENDMENT") is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas ("KILLEEN") and the City of Temple, Texas, a municipal corporation situated in Bell County, Texas ("TEMPLE"), collectively referred to in this Agreement as the "Parties." This agreement is authorized by Chapter 791 of the Texas Government Code, the "Interlocal Cooperation Act."

**RECITALS**

**WHEREAS**, on February 9, 2022, KILLEEN and TEMPLE entered into an Interlocal Agreement ("AGREEMENT") to develop a five-year Homelessness & Mental Health Strategic Plan to reduce and prevent homelessness in our region and strengthen the physical health, mental health, and social service supports for our unhoused; and

**WHEREAS**, as part of the original AGREEMENT, the Parties agreed that TEMPLE will serve as the project manager for the strategic plan, issue the request for proposals for a Consultant to assist with the development of the strategic plan, and enter into a contract with the selected Consultant; and

**WHEREAS**, as part of the original AGREEMENT, the Parties also agreed to assume all costs associated with the strategic plan equally, not to exceed \$50,000 by either Party; and

**WHEREAS**, TEMPLE did enter into a contract with Marbut & Associates Consulting to develop the strategic plan; the initial cost for those services was \$88,742.98, with each city paying \$44,371.49; and

**WHEREAS**, the Parties desire to enter into a six-month contract extension with Marbut & Associates Consulting to "operationalize" the Strategic Action Plan regarding homelessness at the additional total cost of \$40,000, or \$20,000 per Party; and

**WHEREAS**, the original AGREEMENT contains an expenditure cap of \$50,000 for each Party; the cost for these additional services will put each Party over that cap and therefore, the original AGREEMENT expenditure cap needs to be raised to \$70,000 per Party.

**NOW THEREFORE**, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

**Section 1.** Paragraph 2(d) is hereby deleted in its entirety and replaced with the following:

KILLEEN AND TEMPLE will assume all costs equally associated with the strategic plan, not to exceed \$70,000 by either Party. TEMPLE will invoice KILLEEN on a monthly basis for services rendered by the selected Consultant. KILLEEN will remit payment within 30 days of receiving the invoice.

**Section 2.** This FIRST AMENDMENT to the Interlocal Agreement is effective as of the date it is fully executed by both Parties.

**Section 3.** Except as amended herein, all other terms and provisions of the original Interlocal Agreement are unchanged and shall continue to govern the rights and obligations of the Parties, and shall remain in full force and effect as if fully restated herein. In the case of any conflict between this FIRST AMENDMENT and the original Interlocal Agreement, this FIRST AMENDMENT will govern. This FIRST AMENDMENT, along with the original Interlocal Agreement, collectively represent the complete agreement of the Parties.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF KILLEEN, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and executed by its authorized representative.

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

Kent Cagle, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Calcote, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

APPROVED BY THE CITY COUNCIL FOR THE CITY OF TEMPLE, TEXAS, in its meeting held on the 16th day of February, 2023, and executed by its authorized representative.

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

Brynn Myers, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jana Lewellen, City Secretary

APPROVED AS TO FORM:

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Legal Department