Travis County Commissioners Court Agenda Request

Meeting Date: September 16, 2014

Prepared By/Phone Number:
Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FY 2015 INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED SERVICES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached memo and attachments.

STAFF RECOMMENDATIONS:
Staff recommends approval of the interlocal agreement. Please see attached memo.

ISSUES AND OPPORTUNITIES:
Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:
Proposed reimbursement amount by the City of Austin to Travis County will be $6,579,495 in FY 2015.

REQUIRED AUTHORIZATIONS:
Greg Hamilton, Travis County Sheriff, 49788
Jim Sylvester, First Deputy Sheriff, 49787
Darren Long, Major, TSCO, 49348
Mark Sawa, Major, TSCO, 49758

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a .pdf to David Salazar in the County Judge's office, agenda@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Jennifer Kraber, Travis County Attorneys Office, 49531
Leroy Nellis, PBO, 49066
Travis Gatlin, PBO, 44741
Travis County Auditor, 49125
Travis County Purchasing Agent, 49700

ATTACHEMENTS:

Memo to the Commissioners Court dated September 9, 2014
Proposed Agreement for FY 2015
Financial Model
Comparison of FY 2014 and FY 2015 Costs

JUSTICE & PUBLIC SAFETY DIVISION

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To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: September 9, 2014

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FY 2015 INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED JAIL SERVICES

The Travis County Sheriff's Office and the City of Austin Police Department (City) have come to a consensus on the FY 2015 Interlocal for Central Booking and Related Jail Services and are now recommending and respectfully requesting approval from the Commissioners Court for the attached Interlocal Agreement (Agreement). The current Agreement expires on September 30, 2014.

In summary, the total Travis County (County) expenditures budgeted for Central Booking are $11,807,588 for FY 2015. This amount represents a 1.65% increase in budgeted expenditures over FY 2014.

Budgeted expenses for services provided by the City, and deducted from the total County budgeted direct expense in the cost model, equal $2,954,706. These budgeted expenses are for magistration, magistration support, a phlebotomist and identification services and increased by 1.47% over the FY 2014 budgeted expense. However, under the terms of this

Agreement 90% of the City's costs will be deducted from the County's costs in the financial model.

Using the updated financial model in Exhibit A of the Agreement (see Exhibit A), the City would reimburse the County $6,579,495 of the above amount, which is a $189,847, or 2.97%, increase from the amount of reimbursement in FY 2014.

The marginal increase in FY 2015 is primarily due to higher compensation and health benefit expenses, and the inclusion in the cost model of one additional FTE for Pretrial Services for cite and release. A year to year comparison of costs is included in this agenda item package.

Please note that the FY 2015 Agreement will be for one year only and the County and City have agreed to begin negotiations soon for FY 2016, including negotiations around the impact of a proposed magistration center for Austin Police Department bookings.

We jointly support these proposed changes outlined in the Amendment to the Central Booking Interlocal Agreement and recommend approval. Forwarded for your review and consideration.

c: Greg Hamilton, Travis County Sheriff
Jim Sylvester, First Deputy Sheriff
Wes Preddy, Major, TSCO
Mark Sawa, Major, TSCO
Karen Maxwell, TCSO
Jennifer Kraber, Travis County Attorneys Office
Leroy Nellis, PBO
Travis Gatlin, PBO
Alan Miller, PBO
Travis County Auditor's Office
Travis County Purchasing Office

Attachments

INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR BOOKING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between the following parties: the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "City", and Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County".

WHEREAS, City and County have each determined that it would be mutually beneficial for County to continue to provide booking and detention services for City's prisoners; and

WHEREAS, City and County have each determined that it would be mutually advantageous for City to continue to provide Magistration and Identification services for the Central Booking Facility operated by County; and

WHEREAS, City and County are authorized to enter into this agreement by TEX. GOV'T. CODE ANN., ch. 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and County agree as follows:

1.0 Effective Date, Term and Termination

1.01 Effective Date. This Agreement shall have an effective date of October 1, 2014. (the "Effective Date").

1.02 Term. The Term of this Agreement shall commence on October 1, 2014, and shall continue through September 30, 2015, unless earlier terminated by either party in accordance with this Agreement or applicable law. The Term of this Agreement may also be referred to as the "FY 15 Term".

2.0 Definitions. As used in this Agreement:

2.01 "Booking" means the intake process by which persons are received for confinement in the Travis County Jail.

2.02 "Central Booking Facility" means that portion of the Travis County Criminal Justice Center at 500 West 10th Street, Austin, Texas, which is under the direct control of the Sheriff and designed primarily for the purpose of intake processing and confining Prisoners.

2.03 "City Officer" means any officer or employee of the City of Austin who lawfully presents any person for confinement at the Central Booking Facility. The term "City Officer" shall mean City of Austin police officers.

2.04 "City Prisoner" means:

2.04.1 any Prisoner held only for violation of a City ordinance that does not implement state law, regardless of whether the Prisoner has been magistrated;

2.04.2 any Prisoner held only for violation of a City ordinance that implements state law but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate;

2.04.3 any Prisoner who has been arrested by a City Officer on any charge or charges other than City ordinance violations but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate.

2.05 "Downtown Austin Community Court" or "DACC" means a division of the City of Austin Municipal Court with jurisdiction to adjudicate all Class C Misdemeanor offenses committed in the downtown area identified by Section 2-10-32(a) of the City Code, as amended from time to time.

2.06 "Fiscal Year" means the one-year period beginning on October 1 of one calendar year and ending on September 30 of the next calendar year.

2.06.1 "Fiscal Year 15" and "FY 15" shall mean the one-year period from October 1, 2014 through September 30, 2015.

2.07 "Identification Services" means the identification, through local records, of individuals booked into the Central Booking Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards and mug shots, and the response to requests for local criminal history based on the stored records.

2.08 "Magistration" means the performance of that duty of a Texas magistrate to inform an arrestee of accusations and rights, allow access to counsel and admit to bail as provided by law, issue commitment orders, review probable cause affidavits for arrest and search warrants, issue protective orders, and other matters authorized by law. A prisoner has been "magistrated" on a charge when, following arrest on the charge, he or she has been taken before a magistrate who has performed the duties prescribed by Art. 15.17 of the Code of Criminal Procedure with regard to said charge.

2.09 "Pretrial Services" means the functions performed by the Travis County Pretrial Services Office to determine a defendant's eligibility for release on bond and the conditions of release, and to determine a defendant's indigence status as to whether he/she qualifies for court-appointed counsel.

2.10 Phlebotomist means personnel within Central Booking Facility authorized to take blood from Prisoners for purposes of determining alcohol blood level.

2.11 "Sheriff" means the Travis County Sheriff, or his/her designees.

3.0 <u>City Payments to County</u>

3.01 Cost Model. COUNTY and CITY agree that the amounts to be paid by City to County pursuant to this Agreement shall be computed in accordance with the Cost Model attached hereto as Exhibit A and made a part hereof. A Cost Model showing amounts for FY 13 is attached hereto as Exhibit A and made a part hereof.

3.02 Term. For and in consideration of the services to be rendered by County pursuant to this Agreement during the Fiscal Year that begins on October 1, 2014 and ends on September 30, 2015 ("Fiscal Year 15" or "FY 15"), City shall pay to County the total sum of $6,579,495, in four equal payments as follows: $1,644,873.75 on or before December 31, 2014; $1,644,873.75 on or before March 31, 2015; $1,644,873.75 on or before June 30, 2015; and $1,644,873.75 on or before September 30, 2015.

3.05 City will provide Magistration and Identification services-for all prisoners booked into the Central Booking Facility. For purposes of this agreement, these costs will be credited at 90% of actual expense per the cost model.

3.06 City and County agree that the payments provided herein fairly compensate the performing party for the service performed under this agreement.

3.07 City and County agree to cooperate in developing alternatives to booking of City Prisoners in the Central Booking Facility. If the development of such an alternative may result in a significant reduction of projected bookings of City Prisoners, City and County will enter into renegotiation of this Agreement.

3.08 True-Up. The computation of the amounts to be paid by City to County during Term as shown in section 3 above is based upon projected amounts of City Direct Expenses and County Direct Expenses for the Term as included in budget documents and the numbers of prisoners booked in FY 2013 as shown in Exhibit A which is attached hereto and made a part hereof. Within ninety (90) days after the end of the Term, COUNTY and CITY will exchange information regarding their actual expenditures for each item of expense included City's Direct Expenses and County's Direct Expenses and COUNTY will provide to CITY the actual numbers of prisoners booked during the Term. Using the actual booking numbers and actual expenditures for the Term, the Parties will re-compute the CITY'S Share of Total Central Booking Facility Costs. If the City's Share of Total Central Booking Facility Cost as determined using actual Term booking numbers and expenditures exceeds the total amount of the payments made from CITY to COUNTY during the Term, CITY will make an additional payment to COUNTY in an amount equal to the difference between the total amount paid and the amount to be paid as determined using actual Term booking numbers and expenditures. Such additional payment shall be made within one hundred fifty 150 days after the end of the Term. If the City's Share of Total Central Booking Facility Cost as determined using Term booking numbers and expenditures is less than the total amount of the payments made by CITY to COUNTY during the Term, COUNTY will make payment to the CITY. Costs and expenses that are not anticipated, disclosed to, and approved by the parties before the effective date of this Agreement and included in the attached cost model will not be considered properly incurred unless later agreed upon by City and County for the purposes of performing the true up.

4.0 <u>City Use of County Space</u>

4.01 County shall allow City the use of designated space within the building at 500 West 10th St. for the provision of magistration services to the Central Booking Facility. This designated space is illustrated by Exhibit B. County shall allow City the use of a suitable designated space for arrest review and report writing. With County approval, City may perform renovations to the arrest review space at its expense. County will

provide furnishings and equipment for the arrest review area, magistration courtroom, and magistrate offices. The County will also provide data and phone lines as set out in Exhibit C

4.02 County will allow City to use available interview rooms, and the line-up room, that are located within the Central Booking Facility and/or the Travis County Jail.

4.03 County will designate two (2) parking spaces for Municipal Court judges within the County's parking garage. County will designate fifteen (15) parking spaces in its San Antonio Street parking garage for use from 7:00 p.m. to 7:00 a.m. by City Officers who are booking prisoners. City will designate street parking spaces for law enforcement prisoner booking on 10th Street, between Nueces and San Antonio Streets, and on the east curb line of San Antonio Street between 9th and 10th Street.

4.04 County and City agree that any future additional space needs by either party will be jointly planned and will be subject to funding by both the City and the County.

4.05 County will provide an appropriate space for a Phlebotomist to perform phlebotomy services as needed.

5.0 Maintenance, Utilities and Renovations

5.01 Maintenance and housekeeping. County will provide maintenance, housekeeping, utility service and garbage pickup for the space used for magistration and arrest review. County will provide all furnishings within the designated Municipal Court space and shall be responsible for maintenance and replacement of same. Furnishings means all office furniture, office equipment and supplies, and includes but is not limited to word/data processing equipment, desks, chairs, filing cabinets, bookcases, and tables.

5.02 Renovations. The City shall make no renovation, alteration or repair to County buildings, fixtures or furnishings without prior authorization from the County's Facilities Management Department.

6.0 Responsibility for Losses

6.01 City and County each acknowledge that the other is self-insured for some losses at the execution of this agreement.

6.02 City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County employees in relation to the operation of the Central Booking Facility or arising from any condition of the Central Booking Facility that result from County facilities, policies, practices or operations. County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City employees in relation to the operation of the Central Booking Facility or arising from any condition or operation of the Central Booking Facility that result from City facilities, policies, practices or operations.

6.03 Except as otherwise provided herein, if both County and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of City and County employees under this Agreement, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of

that party as determined by the court adjudicating the matter or as agreed in any settlement.

6.04 If any City Officer or employee suffers any loss while on duty, City shall be at risk for the liability for the loss under its workers compensation self-insurance fund. If any County Officer or employee suffers any loss while on duty, County shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

6.05 County bears all property losses that result from damages that would be covered by fire and casualty insurance coverage offered by a commercial insurance company. Any insurance proceeds paid to County that relate to damages to the designated Municipal Court space or arrest review space shall be used by County to repair the damages and replace the designated Municipal Court space or arrest review space to its condition before the fire or casualty occurred without regard to fault.

7.0 Operation of the Central Booking Facility

7.01 County agrees to operate and maintain the Central Booking Facility in compliance with requirements of the Texas Commission on Jail Standards.

7.02 County shall give City Prisoners equal priority with County Prisoners and Prisoners of other governmental entities as to admission and custodial policies of Central Booking Facility.

7.03 County shall operate the Central Booking Facility on a twenty-four (24) hour basis, seven (7) days a week. Except as otherwise provided herein, Central Booking Facility staff shall receive, hold and house all City Prisoners tendered to them by City Officers and accepted by the Sheriff.

7.04 County and Sheriff have the right to refuse to accept any City Prisoner who is in need of medical attention prior to confinement, any City Prisoner for whom the required booking data has not been completely and accurately furnished in the required format, or any City Prisoner about whom County staff has a reasonable belief that the person is not lawfully being detained. County and Sheriff have the right to reverse the acceptance of any City Prisoner who is serving time in confinement in lieu of paying a monetary fine after conviction and commitment by a City court if a magistrate has not conducted a hearing on the issue of the indigency of that person and found that person to be financially able to pay the fine. Nothing contained in this Agreement shall be construed to require the Sheriff to hold any person in custody contrary to (1) the Constitution and laws of the State of Texas, or (2) the Constitution and laws of the United States.

7.05 The City Officer who presents a City Prisoner at the Central Booking Facility will provide complete and accurate information necessary to complete forms required by County for all City Prisoners brought to the Central Booking Facility. County will fingerprint and photograph all Prisoners; provided, however, that County shall not be required to fingerprint and photograph persons who are being booked on misdemeanor charges only and who were fingerprinted and photographed within the preceding one-year period. City will process and file all photographs. City shall classify and file all fingerprints and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by City and County. County will be

responsible for providing for its use printers ink, rollers, ink pads, and scanner wipes for the Live Scan System. City will provide fingerprint and palm print cards.

7.06 City and County will maintain a network connectivity link. Except as may be provided in a separate written agreement between the parties, the cost of maintaining the connectivity link and the equipment purchased for that system shall be borne by the party that incurred the expense. County will operate and maintain an identification system that provides electronic images of fingerprints. City shall continue to provide County use of and access to City's digitized mug shot system via a network connection link. City shall provide the equipment necessary to capture, process and transmit digitized mug shot images to the City's database. City shall continue to allow County access to its digitized mug shot database. City shall cooperate with County to facilitate the provision of workstation mapping to allow Central Booking Facility staff to view digitized mug shot images at the Central Booking Facility's release desk.

7.07 City and County shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Central Booking Facility. City and County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in the Central Booking Facility operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

7.08 County agrees to provide City Officers access to all Prisoners consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. County agrees to release Prisoners for investigative purposes to City Officers within limitations imposed by courts and necessary routine Central Booking Facility procedures.

7.09 City and County agree to continue using the AP ID number as the "master" person identifier in the local criminal justice process. The Austin Police Department shall provide the AP ID Number to County at the same time the name and fingerprint confirmation are provided. County shall maintain the state mandated Incident Tracking Number (TRN\TRS) and the AP ID Number in the booking record.

7.10 Medical Care. With regard to each person that City officers present for booking, City Officers shall notify Central Booking Facility staff of (1) any known or suspected injuries to the person, (2) any known or suspected illnesses of the person, (3) any health complaints made by the person, and (4) any medical treatment given to the person. The Sheriff may refuse to accept a person for booking into the County Jail when, in the judgment of the Sheriff, medical attention is necessary before the person's confinement. If the Sheriff refuses to accept a City Prisoner because the City Prisoner is in need of medical attention prior to confinement, City shall transport the prisoner for

hospitalization and/or medical treatment before again presenting the City Prisoner for booking. After a City Prisoner has been accepted by the Sheriff for confinement and booked into the County Jail, County shall provide routine medical attention within the reasonable capabilities of County medical staff on duty in the Central Booking Facility. If a City Prisoner requires hospitalization and/or medical treatment beyond that available from the Central Booking Facility staff, City shall be responsible to pay for such hospitalization and/or treatment, and should any such expense be incurred by County, City shall reimburse County upon request. This Agreement does not create any City liability to third parties for payment of treatment costs of persons taken to a hospital or other treatment provider. Upon request of City, the Sheriff may assign a Sheriff's officer to guard a City Prisoner who has been transported to a hospital by City Officers for medical treatment prior to booking. County shall not be responsible for any costs associated with the hospitalization and/or treatment of any such City Prisoner kept under guard by Sheriff's officers, and should any such expense be incurred by County, City shall reimburse County upon request. City shall not be responsible for any expenses arising from the negligent or illegal acts of County employees.

7.11 On any occasions that City Officers who are peace officers want to take custody of a Prisoner for lawful purposes, they shall be permitted to do so if they comply with routine Central Booking Facility procedures. These procedures will necessarily involve a formal assumption of responsibility and liability for the Prisoner.

7.12 The County will conduct investigations concerning all grievances and/or complaints filed by Prisoners according to County policy. The County shall investigate all incidents of death or serious bodily injury involving Prisoners in the Central Booking Facility. The County will cooperate with the City to facilitate joint investigations or separate investigations by the City when it is reasonably likely that City personnel or City interests are involved.

7.13 This agreement shall not limit the power of County or the Sheriff to perform booking or detention services for other governmental entities.

7.14 If parking is not available within the sallyport for a City officer delivering a City Prisoner to be booked, County officers shall escort the City Prisoner from the sallyport into the Central Booking Facility while the City officer parks his or her vehicle outside the sallyport. As soon as the City officer has parked his or her vehicle, the City officer shall retake custody of the City Prisoner to continue the booking process. The County officer's escort of a City Prisoner from the sallyport as described herein shall not be deemed acceptance of the City Prisoner by the County for the purpose of booking and confinement and County shall retain the right not to accept the City Prisoner as otherwise provided in this Agreement or by law. The purpose of this section is to expedite the Prisoner's entry into the facility, and to prevent Prisoners from being walked into the facility from areas outside the enclosed sallyport.

8.0 Judicial Administration

8.01 It is agreed that the City shall provide magistration required at the Central Booking Facility. City and County shall require all persons who perform magistration services to record the exact time at which magistration for each Prisoner is completed. It is also agreed that the City shall provide all support services for the City's magistration duties, including, but not limited to, interpreter services. Notwithstanding the foregoing, both parties to this agreement acknowledge that the Justices of the Peace and other

judges and certain other officials retain the powers of their respective offices to provide magistration in the event these services are needed in lieu of magistration by City's Municipal Court Judges. City's magistrates may arraign City Prisoners, and collect fines and costs in appropriate cases for offenses within the jurisdiction of the City of Austin Municipal Court.

8.02 City magistrates shall provide magistration services at the Central Booking Facility 24 hours a day, seven days a week, except for one (1) hour break period for each daily shift during which a magistrate will not be available. Courtroom activities shall be given priority by magistrates.

8.03 County shall be responsible to provide such access to magistration proceedings by attorneys and members of the public as may be required by law.

8.04 Downtown Austin Community Court Arrestees. City shall identify and clearly designate as Downtown Austin Community Court (DACC) Arrestees all persons charged with Class C Misdemeanor offenses committed in the geographical area served by the Downtown Austin Community Court. In accordance with City policies and procedures, City Prisoners who are charged with Class C misdemeanor offenses committed in the geographical area served by the Downtown Austin Community Court (hereinafter referred to as "City DACC arrestees") will not be magistrated at the Central Booking Facility. The Sheriff will have City DACC arrestees ready for transport upon arrival of City officers on weekdays at 7:30 a.m. City DACC arrestees who are booked into the Central Booking Facility between 9 P.M on Sunday and 8 A.M. on Friday will be detained at the Central Booking Facility for transport by City officers to the Downtown Austin Community Court for magistration. City DACC arrestees who are booked into the Central Booking Facility between 8 A.M. on Friday and 9 P.M. on Sunday will be released to appear at the Downtown Austin Community Court, except that City DACC arrestees who are arrested on capias pro fines will be held for transport to DACC the following business day. This schedule is designed to coincide with the current days and hours of operation of the Downtown Austin Community Court. If the operating days and/or hours of the Downtown Austin Community Court change, the Parties may change the schedule by mutual agreement without the necessity of formal written amendment of this Agreement. City expressly acknowledges and agrees that the detention of City DACC arrestees pending transport by City officers to the Downtown Austin Community Court is pursuant to City policy and City shall be responsible for any liability that results from the policy, unless the liability arises from the negligent or illegal acts of County employees. The Parties expressly acknowledge and agree that the Sheriff retains the right to manage the inmate population at the Central Booking Facility at all times, which includes the right to release City DACC arrestees to appear at the Downtown Austin Community Court as conditions warrant.

8.05 Sheriff staff will collect fines and fees associated with cases within the jurisdiction of the City of Austin Municipal Court for City Prisoners booked into the Central Booking Facility. A Sheriff's staff member and a Municipal Court clerk will reconcile the collections daily. City is responsible for transportation of funds and documentation from the Central Booking Facility to the Municipal Court.

8.06 City and County agree to cooperate in a procedure for the filing of criminal cases into the appropriate court having jurisdiction of the offense. City and County acknowledge that the Municipal Court and its Clerk will not maintain custody of documents filed in cases that are higher than Class C Misdemeanors.

9.0 Pretrial Services

County will continue to provide Pretrial Services at the Central Booking Facility. The Pretrial Services office will not provide coverage for magistration between the hours of 2:00 A.M. and 6:00 A.M.

10.0 Breath Testing and Phlebotomy Services

10.01 City shall provide two (2) intoxilyzers for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated.

10.02 City shall provide a chemist to maintain and certify the intoxilyzer instruments. This chemist shall be made available to testify in court as required.

10.03 County shall provide one video recording system for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated to be located within the Central Booking Facility. This video system will be serviced and maintained by County. County will provide, at its expense, sufficient videotapes for use by arresting officers.

10.04 Phlebotomy Services

1. In order to draw blood samples from certain arrestees, the City will contract with a medical staffing agency to provide phlebotomy services in the County's Central Booking Facility. The City will act as the manager for the administration of the contract, and the County will allocate funding in accordance with the provisions in this Amendment.
2. Services will be provided 9PM to 5AM, beginning on Tuesday evenings and going through Sunday mornings. This schedule can be altered upon agreement of both Parties. The Austin Police Department (APD) and the Travis County Sheriff's Office (TCSO) bringing arrestees to the Central Booking Facility during these hours may utilize the contracted phlebotomy services. Other arresting agencies bringing arrestees to the Central Booking Facility may utilize the contracted phlebotomy services under separate MOU's with the City of Austin. However, the APD and TCSO will be given priority if multiple agencies are requesting phlebotomy services at the same time.
3. The Parties agree to share the cost of phlebotomy services provided during the hours described in #2 of this Section. The City's share of the cost of phlebotomy services will be based on the City's percentage of bookings utilized in the "True-Up" provision in Section 3.08 of this Agreement and applied to the actual cost of phlebotomy services determined at the end of the fiscal year. The County's share of the cost of phlebotomy services will be based on the percentage of non-City bookings utilized in the "True-Up" provision in Section 3.08 of this Agreement and applied to the actual cost of phlebotomy services during the hours described in #2 of this Section and determined at the end of the fiscal year.
4. Only costs incurred during the hours described in #2 of this Section will be shared based on the percentage of actual bookings described in #3 of this Section. Costs associated with blood specimens taken during off peak hours for the APD and TSCO, and costs associated with Contractor staff subpoenaed to court, will be billed by the Contractor to the City and are included in costs

described in this Section. However, these costs incurred for TCSO arrestees will be reimbursed 100% by the County to the City.

5. The computation of the shared costs, and the costs to be fully reimbursed by the County to the City described in #4 of this Section, will occur during the "True-Up" provision described in Section 3.08 following the close of the fiscal year. The County's payment of its share of the phlebotomy costs will be applied as a credit to the City on the final "True-Up calculation, either reducing the amount the City owes the County, or increasing the amount the County owes the City. City shall provide copies of all fiscal records necessary in performing the "True Up" calculation for County review within 90 days of the close of the fiscal year.

6. Included in phlebotomy services are a trained, certified phlebotomist available to take blood samples from certain arrestees during designated hours, and supplies and equipment associated with the taking of blood specimens. Supplies and equipment may include, but are not limited to: blood draw chair, collections sets, sponge gauze, germicide wipes, Betadine solution, tourniquets, Band-Aids, single use needle holders, surgical masks, medical gloves, and sharps containers.

7. The medical staffing agency contracted by the City will provide all standard insurance associated with phlebotomy services.

11.0 Data Collection/Reporting Requirements and Performance Data.

11.1 County agrees to provide to City a quarterly accounting to personnel listed in Section 17.03 of this Agreement:

1) the number of persons presented by the City for booking that the Sheriff refuses to accept for medical reasons. The report will contain information on the reasons for refusal, such as an injury or medical reason, without identifying the individual; and

2) the total number of bookings processed through the Central Booking Facility, detailing those booked by APD, and including charge offense levels and warrants.

11.2 County and City agree to cooperate to collect data for the following:

1) the length of time spent by City officers from the time of arrival at the Central Booking Facility with a City Prisoner until the prisoner is accepted for booking by the County. The reporting will identify the dates and times on which the arrivals and bookings occurred; and

2) the total actual cost incurred for booking services during the quarter and fiscal year to date, citing any areas that are exceeding budget and expected to cause the City share to exceed estimated reimbursement.

12.0 <u>Coordinating Committee</u>.

City and County shall each appoint representatives to serve on a Coordinating Committee. The committee will include the following membership:

Assistant City Manager for Public Safety
Presiding Judge of the City of Austin Municipal Court
Clerk of the Municipal Court
City of Austin Municipal Court Magistrate representative
Austin Police Department designates
Travis County County Executive for Justice and Public Safety
Travis County Sheriff's Office - Major of the Corrections Bureau
Travis County Sheriff's Office – Captain of Central Booking Facility
Travis County Sheriff's Office, Lieutenant of Central Booking Facility
Other Travis County Sheriff's Office designates
Travis County Pretrial Services Division Director
Travis County Attorney's Office designate
Representative Defense Attorney

The Coordinating Committee will have an assigned coordinator from the Travis County Sheriff's Office to take meeting minutes, develop meeting agendas, and manage its meetings calendar. The committee shall:

12.01 meet at least quarterly to review Central Booking Facility operations and issues;
12.02 review and recommend any revisions to City and County procedures related to the operation of the central booking facility;
12.03 monitor performance measures and periodically provide status reports to the Commissioners Court and to the City Council;
12.04 recommend interlocal revisions to Commissioners Court and City Council, if necessary.

13.0 Records

City and County agree to allow access to and mutual inspection of any and all records relevant to the Central Booking Facility, excluding City and County internal memoranda and files otherwise exempted by law from public disclosure.

14.0 Breach

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

15.0 Waiver

The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this agreement.

16.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.

17.0 Notice

17.01 All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

17.02 Notices sent to County pursuant to this interlocal agreement shall be delivered or sent to:

Sheriff Greg Hamilton (or successor in office)
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

And to:

Roger Jefferies (or successor)
Travis County Justice and Public Safety Division
P.O. Box 1748
Austin, Texas 78767

With a copy to:

David Escamilla, County Attorney (or his successor in office)
P.O. Box 1748
Austin, Texas 78767

17.03 Notices sent to City pursuant to this Interlocal Agreement shall be delivered or sent to:

Art Acevedo (or successor)
Chief of Police
Austin Police Department
715 East 8th Street
Austin, Texas 78701

And to:

Alice Suter (or successor)
Assistant Director, Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001

With a copy to:

Karen Kennard (or successor)
City Attorney, City of Austin
P.O. Box 1088
Austin, Texas 78767

17.04 When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

17.05 Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

18.0 Current Revenue

The City shall pay for services rendered by the County, pursuant to this interlocal agreement, from current revenue funds.

19.0 Legal Construction, Severability

In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

20.0 Entire Agreement

20.01 Except as provided in Section 1.0, this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties, with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of County, has any authority to modify this agreement except pursuant to express authority to do so granted by the Commissioners Court of Travis County.

20.02 The following exhibits are part of this contract, and constitute promised performances of the parties to this agreement:

20.02.01 Exhibit A, Cost Model Parameters Beginning October 1, 2013
20.02.03 Exhibit B, Floor Plan for Magistration Space
20.02.05 Exhibit C, Data and Phone Lines

21.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. Each party confirms that its respective governing body has duly authorized this Agreement.

22.0 No Conferring of Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

23.0 Gender and Number

Words of gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this agreement requires otherwise.

Executed on the date or dates indicated below.

TRAVIS COUNTY

By:_____
Samuel T. Biscoe
County Judge

DATE:_____

CITY OF AUSTIN

By:_____
Marc Ott
City Manager

DATE:_____

TRAVIS COUNTY SHERIFF

_____
Greg Hamilton

Date:_____

Exhibit A

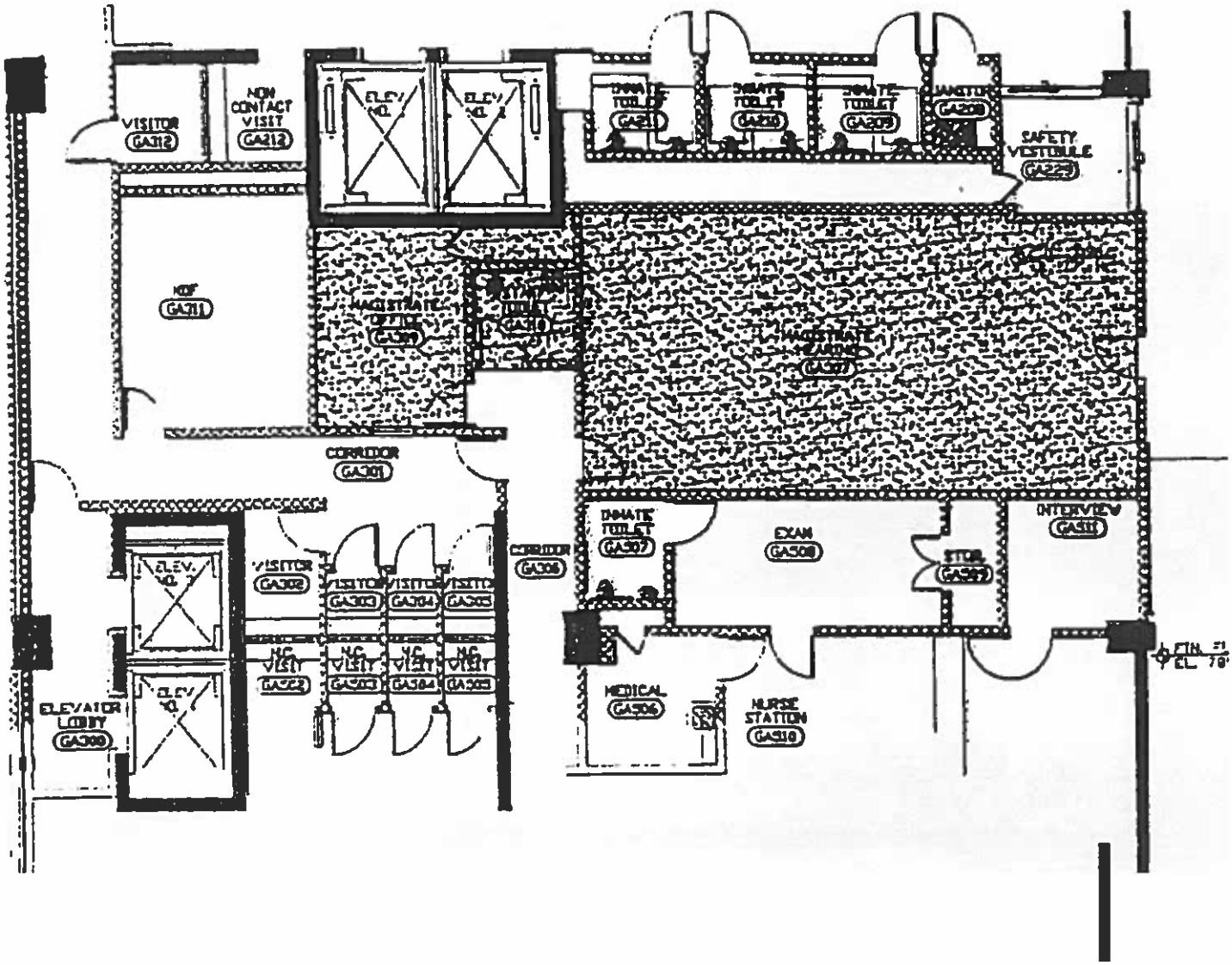
FY 15 Central Booking Interlocal Model

Draft 9/08/14

FY 15 Budgeted		
City of Austin Actual Cost In-kind Contribution		
Central Booking Magistration	$	1,165,386
Magistration Support	$	736,753
Planning & Analysis Cost to Process	$	807,463
Phlebotomist	$	64,770
Increase in Wages	$	-
Increase in Benefits	$	-
Subtotal for Direct Expenses	**$**	**2,774,372**
6.5% of COA Expense for APD Administrative Overhead	$	180,334
Total Austin Revenue and Actual In-kind Contributions	**$**	**2,954,706**
Total Austin Revenue and Actual In-kind Contributions (@90% Credit)	**$**	**2,659,235**
FY 15 Budgeted		
FY 15 TCSO Central Booking Expense Budget Submission	$	10,015,254
Add: Increase in CB Wages (Classified)	$	27,484
Increase in CB Wages (POPS One Step)	$	67,285
Change in CB Workers Compensation Benefits	$	10,731
Increase in CB Health Benefits (4% increase)	$	44,889
Increase in CB Retirement Costs (0% increase)	$	-
County Clerk Direct Filing	$	127,142
Pretrial Services Direct Central Booking Costs (50% of Cost)	$	778,868
Add: Increase in PS Wages (Classified)	$	11,541
Change in PS Workers Compensation Benefits	$	(185)
Increase in PS Health Benefits (4% increase)	$	3,928
Increase in PS Retirement Costs (0% increase)	$	-
Subtotal for Direct Expenses	**$**	**11,086,937**
6.5% of TC Expense for Adminstrative Overhead	$	720,651
Total County Budgeted Expense	**$**	**11,807,588**
Less: Total COA Budgeted Expense 90% Credit	$	(2,659,235)
Net Direct Expense	**$**	**9,148,353**
APD owes TCSO 71.92% of Net Direct Expense of $ 9,148,353	**$**	**6,579,495**
FY 14 Reimbursement (Per Agreement)	$	6,389,648
FY 15 over FY 14 ($ Amount)	**$**	**189,847**
FY 15 over FY 14 (% Change)		**2.97%**

Exhibit B

Floor **Plan for Magistration Area**



MAGISTRATION AREA

CENTRAL BOOKING FACILITY

Blackwell Thurman Criminal Justice Center

Travis County, Texas

Exhibit C
Data and Phone Lines
Provided to City of Austin

Judges Office:	2 Phone ports	1 in use	
	3 Data ports	2 in use	
Magistration	2 Phone Ports	1 in use	
	3 Data Ports	2 in use	
Arrest Review:	8 Phone ports	3 in use	(2 Phone Ports in use are in the Detectives office)
	20 Data Ports	16 in use	(4 Data Ports in use are in the Detectives office)
Totals:	12 Phone Ports	5 in use	
	26 Data ports	20 in use	

COMPARISON OF FY 14 - FY 15 CENTRAL BOOKING MODELS

City of Austin	FY 14 Model (Based on 71.03% of Bookings for ADP)	FY 15 Model (Based on 71.92% of Bookings for ADP)	FY 15-FY 14 $ Difference	FY 15-FY 14 % Difference
City of Austin Actual Cost In-kind Contribution				
Central Booking Magistration	$ 1,098,330	$ 1,165,386	$ 67,056	6.11%
Magistration Support	$ 787,100	$ 736,753	$ (50,347)	-6.40%
Planning & Analysis Cost to Process	$ 783,961	$ 807,463	$ 23,502	3.00%
Phlebotomist	$ 64,770	$ 64,770	$ -	0.00%
Subtotal for Direct Expenses	**$ 2,734,161**	**$ 2,774,372**	**$ 40,211**	**1.47%**
6.5% of COA Expense for APD Administrative Overhead	$ 177,720	$ 180,334	$ 2,614	1.47%
Total Austin Revenue and Actual In-kind Contributions	**$ 2,911,881**	**$ 2,954,706**	**$ 42,825**	**1.47%**
Travis County*				
TCSO Central Booking Expense	$ 10,005,847	$ 10,165,643	$ 159,796	1.60%
County Clerk Direct Filing	$ 127,142	$ 127,142	$ -	0.00%
Pretrial Services Direct Central Booking Costs (50% of Cost)	$ 774,426	$ 794,152	$ 19,726	2.55%
Subtotal for Direct Expenses	**$ 10,907,415**	**$ 11,086,937**	**$ 179,522**	**1.65%**
6.5% of TC Expense for Adminstrative Overhead	$ 708,982	$ 720,651	$ 11,669	1.65%
Total County Budgeted Expense	**$ 11,616,397**	**$ 11,807,588**	**$ 191,191**	**1.65%**
Less: Total COA Budgeted Expense 90% Credit	$ (2,620,693)	$ (2,659,235)	$ (38,542)	1.47%
Net Direct Expense	**$ 8,995,704**	**$ 9,148,353**	**$ 152,649**	**1.70%**
AMOUNT PAID BY CITY OF AUSTIN TO TRAVIS COUNTY**	**$ 6,389,648**	**$ 6,579,495**	**$ 189,847**	**2.97%**

**Travis County Notable Changes:*

TCSO Central Booking Expense

Increase primarily due to FY 15 compensation and health benefit contributions.

Pretrial Services

Increase primarily due to FY 15 compensation and health benefit contributions.

One additional FTE for cite and release.

** The 2.97% increase in the amount to be paid by the COA to Travis County is derived from the increase in net direct expenses along with the increase in percent of APD bookings from 71.03% to 71.92%.