

**FIRST AMENDMENT
TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN
FOR BOOKING AND RELATED SERVICES**

This First Amendment (“Amendment”) of the Interlocal Agreement between the City of Austin and Travis County for Booking and Related Services is entered into between the following parties: the City of Austin, a Texas municipal corporation (“City”) and Travis County (“County”).

RECITALS

In 2018, City and County entered into an Interlocal Agreement for Booking and Related Services for the fiscal year 2018 (“FY 2018 Agreement”). City and County renewed the FY 2018 Agreement for the four years that were authorized by the Texas Government Code, Chapter 791, and the terms of the FY 2018 Agreement.

City and County now wish to renew the FY 2018 Agreement for one more year, and to do so need to amend the renewal term provision to allow a fifth renewal.

Additionally, City and County wish to amend the FY 2018 Agreement to address the possibility of remote magistrations proceedings and implementing technological platforms that require further planning and collaboration.

The City and County also desire to amend the FY 2018 Agreement to account for events outside of the parties’ control that impair the ability of the parties to perform their contractual obligations.

Lastly, City and County understand and agree that changes of policy or procedures affect all stakeholders within the booking facility, and in order to work more collaboratively, the parties wish to ensure that regular meetings occur by preselecting dates for a minimum of quarterly meetings so that communication and cooperation can occur.

FIRST AMENDMENT

The parties wish to revise the FY 2018 Agreement to reflect the following new provisions in the Interlocal:

I.

Section 1.03, entitled Renewal Terms, is hereby amended to include one additional twelve (12) month term, so that the Section reads:

1.03 Renewal Terms. The parties will renew this agreement for five (5) additional, consecutive twelve (12) month terms, ending on September 30, 2023.

II.

Section 8.0, entitled Judicial Administration, is hereby amended to include the following additional subsection at the end of the Section:

8.07 County will develop a plan to implement videoconference Magistration that will enable City magistrates to conduct their proceedings from a remote location. County will collaborate with the City to develop the plan, including determining the continued need for City magistrates to be physically present at the Central Booking Facility. County's plan will identify County and City resources and personnel needed to implement videoconference Magistration. If County determines that videoconference Magistration is not feasible, then it will provide written explanation to the City to support its conclusion.

8.08 The City and the County shall meet and confer prior to the implementation of any policies or initiatives that may require additional tasks or services to be performed by City's magistrates during or after Magistration. Either party may initiate a conference under this provision in its sole discretion.

III.

Section 12.0, entitled Coordinating Committee, is hereby amended to include specific dates for the quarterly meetings by amending Subsection 12.01 to read as follows:

12.01 meet at least quarterly to review Central Booking Facility operations and issues on the following dates during the Fifth Term of the Interlocal:

Wednesday, December 7, 2022

Wednesday, March 8, 2023

Wednesday, June 7, 2023

Wednesday, September 6, 2023

IV.

Section 14.0, entitled Breach, is hereby amended to read as follows:

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Provided, however, neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: Acts of God, accident, riots, war,

terrorist act, epidemic, pandemic, quarantine, breakdown of communication facilities, breakdown of internet service provider, natural catastrophes, severe weather events, governmental acts or omissions, fire, explosion, or general lack of availability of raw materials or energy.

CONTINUATION OF AGREEMENT

Except as otherwise set forth in this Amendment, the FY 2018 Agreement will remain in full force and effect in accordance with its original terms.

EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when approved by the governing body of each Party and executed by their authorized representatives.

SIGNATURES

CITY OF AUSTIN

TRAVIS COUNTY

Rey Arellano, Assistant City Manager

Andy Brown, County Judge

Date

Date

Sally Hernandez, Sheriff

Date