

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

This Second Amendment ("Second Amendment") to 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 home rule city ("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.

On September 20, 2022, City and County executed the First Amendment to the FY 2018 Agreement, extending the term for an additional year and amending the renewal term.

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

Additionally, City and County through this Second Amendment wish to amend the FY 2018 Agreement to address costs, magistrations proceedings, parking and other terms set forth in this Second Amendment for the additional one year renewal term.

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

In light of these recitals, the parties agree to the following amendments to the FY 2018 Agreement:

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

1.03 Renewal Terms. The parties may renew this agreement for six (6) additional, consecutive twelve (12) month terms, ending on September 30, 2024.

2. Section 1.05 ("Three Year Review") is deleted in its entirety.

3. Section 2.08 (“Magistration”) is amended to read as follows:

2.08 “Magistration” means the performance of judicial duties that a magistrate is authorized to perform under Texas law and by this FY 2018 Agreement, including: informing an arrestee of accusations and rights; allowing access to counsel; admitting to bail as provided by law; issuing commitment orders; reviewing probable cause affidavits for arrest and search warrants; issuing protective orders; or other matters required by law and this FY 2018 Agreement. An arrestee has been “magistrated” on a charge when, following arrest on the charge, the person has appeared before a magistrate who has performed the duties prescribed by Art. 15.17 of the Code of Criminal Procedure with regard to said charge.

4. Section 2.0 (“Definitions”) is amended by adding a new Section 2.12 to read as follows:

2.12 “CAFA Magistration” means a Magistration in which an arrestee has legal counsel provided under the Counsel at First Appearance (“CAFA”) program created by the County and supported by the Austin City Council in Resolution No. 20200409-30 on April 9, 2020, with testing and procedural planning that began in 2021 and 2022, or any successor to that program.

5. Sections 3.01, 3.02, 3.03, 3.06, and Exhibit A (“City Payments to County”) are deleted in their entirety and City Payments to County are replaced with Section 3.07 to read as follows:

3.07 Payment for Renewal Term Ending September 30, 2024. Notwithstanding any other provision of this FY2018 Agreement, the payment from City to County for the renewal term ending September 30, 2024, shall be \$9,908,902.00, paid as follows:

- An installment of \$2,477,225.50 payable on or before December 31, 2023; and
- An installment of \$2,477,225.50 payable on or before March 31, 2024; and
- An installment of \$2,477,225.50 payable on or before June 30, 2024; and
- An installment of \$2,477,225.50 payable on or before September 30, 2024.

6. Section 4.03 (“City Use of Space”) is amended to read:

4.03 County will provide twelve (12) parking spaces for Municipal Court judges and staff within the County’s parking garage located in the block between 9th and 10th Streets and Nueces and San Antonio Streets. County will provide up to four

(4) additional parking spaces in the parking garage for Municipal Court Judges and staff during any CAFA operational test dockets. County will, upon request, provide security escorts to/from the parking garage for City Magistrates and City staff at the transition of work shifts beginning at 10:00 pm and 6:00 a.m. Should the City change from those shift start times for its Magistrates and staff, the parties agree to meet and confer concerning security escorts for those shifts. County will designate fifteen (15) parking spaces in its San Antonio Street parking garage for use from 6:00 p.m. to 6:00 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.

7. Section 7.09 is amended to read:

7.09 City and County agree to continue using the AP ID number as the primary person identifier in the local criminal justice process. The Austin Police Department shall provide the AP ID Number to County. County shall maintain the state mandated Incident Tracking Number (TRN\TRS) and the AP ID Number in the booking record.

8. Section 8.01 ("Judicial Administration") is amended to read:

8.01 City shall provide Magistration services required at the Central Booking Facility in accordance with applicable state and federal law and as required by the FY2018 Agreement as amended. While acknowledging that City Magistrates have final authority under state law to conduct magistrations by videoconference as well as in-person, the County expects that Magistrations will occur in-person unless the City Magistrate conducting the magistration determines there is a medical or security-related reason to conduct the Magistration by videoconference. City Magistrates will document if the Magistration is done by videoconference (the magistrate is not in the courtroom) or if in person in the courtroom. City Magistrates shall record the exact time at which Magistration for each Prisoner is completed. City shall provide all support services for the City Magistrates' duties, including, but not limited to, interpreter services. Notwithstanding the foregoing, both parties 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 Magistrates. City Magistrates may arraign Austin Police Department arrestees and may collect fines and costs in appropriate cases for offenses within the jurisdiction of the Austin Municipal Court.

9. Section 8.02 (Judicial Administration) is amended to read:

8.02 Absent unsafe conditions caused by weather or other operating conditions, City Magistrates shall provide Magistrations at the Central Booking Facility 24 hours a day, seven days a week, except for a one (1) hour break period for each daily shift during which a magistrate will not be available. Courtroom activities shall be given priority by City Magistrates, and there will be set dockets to allow for appropriate scheduling of staff.

10. Section 8.07 ("Judicial Administration"), which was added by the First Amendment to the FY 2018 Agreement, is deleted in its entirety effective October 1, 2023, and replaced with the following:

8.07 During the Renewal Term ending September 30, 2024:

1. City Magistrates are not required by this Agreement to:
 - a. conduct bond modifications or bond revocation hearings except as part of a CAFA Magistrations under Section 8.08;
 - b. conduct CAFA Magistrations except as set forth in Section 8.08; or
 - c. appoint legal counsel for arrestees.
2. City Magistrates shall continue to provide virtual review of arrest warrants and search warrants for the Travis County Sheriff's Office.

11. Section 8.08 ("Judicial Administration") which was added by the First Amendment to the FY 2018 Agreement, is deleted in its entirety and replaced with the following:

8.08 CAFA Operational Tests. This Agreement does not require the City to provide CAFA Magistrations except as part of an operational test of the CAFA program prior to implementation of the CAFA program on a recurring and indeterminate basis, and subject to the following conditions:

1. Operational testing will include no more than 4 shifts during any calendar month and shall occur on the shift that includes the morning and early afternoon hours;
2. Notwithstanding any other provision of this FY 2018 Agreement, City magistrates shall conduct CAFA Magistrations in person rather than by videoconference.
3. The County provides the City with at least 45 days' notice of the date and time for any shift that includes CAFA Magistrations;

4. During CAFA operational tests, there will be set dockets to allow for appropriate scheduling of staff; and
5. The County will furnish adequate administrative and custodial support at the Central Booking Facility to manage the movement and custodial control of arrestees receiving CAFA services efficiently and provide for the safety and security of all City personnel.

The City and County shall confer and jointly determine the need for any additional City staffing to support a CAFA operational test, including additional City Magistrates, Austin Police Dept. personnel, and Municipal Court support staff.

Absent unforeseen circumstances, City will provide the County with no less than 14 days advance notice in the event the City is unable to provide adequate City staffing needed to support a CAFA operational test.

12. Section 8 ("Judicial Administration") is amended by adding a new section 8.09 to read as follows:

8.09 During the renewal term ending September 30, 2024, City Magistrates shall continue to have access to existing equipment and technology at the Central Booking Facility used by them during the renewal term ending September 30, 2023, to perform Magistration services, include videoconference magistration.

13. Section 12.0 ("Coordinating Committee") is deleted in its entirety and replaced with the following:

12.0 Coordination by the Parties.

12.01 City and County shall each appoint up to six (6) representatives to serve on a Coordinating Committee.

12.02 The Parties through the Coordinating Committee shall meet at least bi-monthly to review Central Booking Facility operations and issues on or about the following dates during the renewal term that ends September 30, 2024:

Monday, January 22, 2024

Monday, March 4, 2024

Monday, May 6, 2024

Monday, July 8, 2024

Monday, September 9, 2024

12.03 City and County further agree to meet and confer on any pilot projects that relate to magistration or booking or other initiatives proposed by either party to occur during the term of this Second Amendment that could create additional costs to the other party or that could require changes to existing processes or procedures by the other party. Such initiatives may include, without limitation, pilot projects such as virtual magistration that would create the need for additional resources from County or City. Because this Agreement does not contemplate the implementation of any pilot projects other than CAFA, should any additional costs be incurred by County or City from the implementation of such pilot projects, County and City shall meet and confer to discuss the additional costs resulting from such pilot project. Either party may request payment for identifiable costs associated with the implementation or operation of any such pilot project which, if accepted, shall be addressed in a separate agreement.

14. County and City hereby incorporate the FY 2018 Agreement and First Amendment into this Second Amendment, to the extent that they are not changed by this Second Amendment. Except as otherwise set forth in this Second Amendment, County and City ratify all the terms and conditions of the FY 2018 Agreement and First Amendment and agree that they shall continue in effect throughout the term of the Second Amendment and any option exercised pursuant to it.

15. This Second Amendment becomes effective as of October 1, 2023, when approved by the governing body of each Party and executed by their authorized representatives.

CITY OF AUSTIN

TRAVIS COUNTY

By: _____
Bruce Mills, Acting Assistant City
Manager

By: _____
Andy Brown, County Judge

Date: _____, 2023

Date: _____, 2023

By: _____
Sally Hernandez, Sheriff

Date: _____, 2023